

# PRICE SCHEDULE

PROCURING ENTITY: <b>PHILIPPINE CHILDREN'S MEDICAL CENTER</b>	NAME OF BIDDER:
NAME OF PROJECT : <b>One (1) Lot Service Contract for OUTSOURCING MANPOWER COMPLEMENT</b>	INVITATION TO BID NO. <b>IB-2022-032</b>

PCMC REQUIREMENT		BIDDER'S OFFER							
Item Description	ABC	Bidder'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	<b>One (1) year Service Contract for OUTSOURCING MANPOWER COMPLEMENT</b>	<b>Php 24,041,894.40</b>						

<b>ADDITIONAL REQUIREMENTS:</b>  > 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; > 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.	<b>TERMS OF PAYMENT (For discounts being offered, if there's any. Otherwise, state "NONE") :</b>  <div style="text-align: center; border-top: 1px solid black; margin: 10px 0;"> <i>Name and Signature of AUTHORIZED REPRESENTATIVE</i> </div> <b>BAC &amp; END-USER'S SIGNATURE:</b>
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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: [www.pcmc.gov.ph](http://www.pcmc.gov.ph) email: [pcmbac@gmail.com](mailto:pcmbac@gmail.com)  
Trunkline: 8588-9900 local 361/355 Telefax No.: 8924-0870

# *Terms of Reference (TOR)*

## **One (1) Lot Service Contract for OUTSOURCING MANPOWER COMPLEMENT**

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**IB-2022-031**

**TERMS OF REFERENCE**

**One (1) Lot Service Contract for OUTSOURCING MANPOWER COMPLEMENT**

**I. BACKGROUND**

The PHILIPPINE CHILDREN'S MEDICAL CENTER (PCMC) is a Government-Owned and Controlled Corporation, created and existing under and by virtue of President Decree No. 1631, as amended, is represented by its Officer-In-Charge Executive Director, **SONIA B. GONZALEZ, MD, MScHSM, MPM**, with office address at Quezon Avenue corner Agham Road, Diliman, Quezon City.

**II. OBJECTIVES**

To acquire the services of an independent, experienced and qualified contractor that can provide efficient and excellent administrative support services personnel in this Medical Center.

**III. SCOPE OF WORK**

The **SERVICE PROVIDER** shall provide administrative support services personnel for a period of one (1) year at PCMC.

**A. MANPOWER REQUIREMENT**

No. of Manpower	Position	Qualification	Job Description
54	Administrative Assistant	a. Completion of two years studies in college;  b. Career Service Eligibility is not required but an advantage	Sorts, indexes, encodes, scans and files correspondence, records and other documents; Screens and reviews all incoming communications; Disseminates/Routes important documents/papers to concerned units; Types letters and follow-up endorsements, certifications and other official routine communications pertinent to the unit; Drafts simple correspondence; Assists in determining supplies needed and make requisitions through standard procedures; Assists in the set-up of meetings and prepares minutes of the meeting when necessary; Answers phone calls and relays messages to concerned officials; Performs other duties which may be assigned from time to time.

The **SERVICE PROVIDER** shall:

1. Assign fifty-four (54) staff, all of whom should report for eight (8) hours a day or total of forty (40) hours of work per week, five (5) days a week, during regular working hours, or at schedules to be agreed by both parties. All staff are required to comply with the **PCMC**'s approved memorandum on work schedule.
2. Upon approval by **PCMC**'s duly authorized personnel and/or representatives, may allow change of schedule when required.
3. Observe work suspension as well as special and non-working holidays, if applicable, for staff assigned at **PCMC**
4. Provide additional staff that may be required by **PCMC** as the need arises. Salary and compensation for additional staff may be arranged on a case-to-case basis.
5. Ensure that all staff assigned to **PCMC** must meet the minimum qualification required of the position.

## **B. PERSONNEL PROCESSES**

1. **PCMC** has the right to further screen applicants, consider and approve for employment. The **SERVICE PROVIDER** shall consider hiring existing **PCMC** Job Order staff in relation to this contract.
2. The **SERVICE PROVIDER** shall comply with the following obligations:
  - 2.1. Thoroughly screen all assigned staff at **PCMC** and require them to submit the following requirements:
    - 2.1.1. Updated Resume/Personnel Data Sheet (PDS) with Work Experience Sheet, if applicable;
    - 2.1.2. NBI (before employment);
    - 2.1.3. Authenticated Certificate of Eligibility/PRC License and Board Rating, if applicable;
    - 2.1.4. Laboratory and Medical Examination Results for pre-employment; and
    - 2.1.5. Annual Medical Examinations (during employment)
  - 2.2. Provide Identification Card (Official ID) and prescribed uniforms to its staff;
  - 2.3. Secure approval of the Executive Director before assigning staff to **PCMC**.
  - 2.4. Shall coordinate with **PCMC** HRMD for the conduct of orientation prior to assumption to duty of staff;
  - 2.5. Ensure that staff shall observe **PCMC** Hospital Policies such as Restrictions on Dress Code and Decorum, Wearing of ID's, Attendance and Absences, Employee Discipline and Code of Conduct.
  - 2.6. Responsible for the payment of all benefits due to its staff in compliance with the Labor Laws, Rules and Regulations of the Philippines.
  - 2.7. Inform in writing the **PCMC** of any dismissal or separation from the service of any of its staff assigned to **PCMC**.
  - 2.8. Adhere to the **PCMC**'s prerogative to request a replacement of any of its staff.

- 2.9. Constantly, exercise control and supervision over its staff deployed at **PCMC** and shall be directly, primarily and solely responsible for any damages or liabilities that its staff may cause or incur.
- 2.10. Exercise extraordinary care and diligence in carrying out its obligations under this Contract and to the best interest of the **PCMC**.
- 2.11. During the Contract period or any time thereafter, refrain from using or disclosing to any person or entity, any and all information, derogatory or otherwise, concerning the affairs and activities of the **PCMC** which any member of the employees of the herein **SERVICE PROVIDER** may have acquired in any manner.
- 2.12. Guarantee non-occurrence of any form of action, protest, mass leave, picket and strike by its staff within the **PCMC** premises.
  - 2.12.1 In the event the staff of the **SERVICE PROVIDER** shall stage a strike resulting of non-performance of the service herein, **PCMC** has the right to forthwith cancel this contract, without any judicial action.
3. The **SERVICE PROVIDER** warrants that all its staff are qualified and experienced in the particular work contracted for and shall ensure that all its staff shall devote their best efforts and energy to the performance of their works.
4. The **SERVICE PROVIDER** shall replace any of its staff who shall perform any act or omission which may be prejudicial to the interest of **PCMC** or which may constitute negligence in the performance of their functions.
5. The **SERVICE PROVIDER** shall maintain an over-all Very Satisfactory rating on semi-annual basis using the following criteria:
  - 5.1. Punctuality and Attendance;
  - 5.2. Client's Evaluation and Compliance with the Contract

A rating below Very Satisfactory shall be cause for termination of contract.

6. The **SERVICE PROVIDER** shall comply with all labor and social security laws, rules and regulations. Otherwise, any violation thereof all is a ground for the automatic termination of this Contract.

For this purpose, **PCMC**, at its option, may require the **SERVICE PROVIDER** pertinent documents relative to compliance with such laws and rules and regulations. Unjustified failure or refusal of the **SERVICE PROVIDER** to comply shall also be a ground for the automatic termination of this contract.

7. The **SERVICE PROVIDER** shall secure necessary clearances of all accountabilities in the event the contract of staff ceases or in case of voluntary resignation, separation and/or dismissal. Failure to submit all the required documents shall mean withholding of monetary benefits due to him/her

#### IV. TERMS OF PAYMENT

- A. Prior to any payment as stated in the billing statement addressed to **PCMC**, the **SERVICE PROVIDER** is required to submit, in addition to the aforementioned supporting documents, an affidavit to the effect that it has correctly paid all the salaries, benefits and/or remunerations of its staff in accordance with existing Labor Laws and Regulations, and it as promptly remitted to the employees' contributions and the employer's share to SSS and Pag-ibig. **PCMC** shall not process any payments that are not accompanied by the said affidavit and shall be absolved from any liability resulting there from.

- B. The billable amount under this Contract and/or the contract price may be adjusted or updated in consideration of the following:
1. Government-mandated increase on the basic salary/wage, SSS, PhilHealth and HDMF (Pag-ibig), contributions or other similar increase mandated by the appropriate government authority.
  2. **PCMC** may request overtime services stating the number of hours and task to be accomplished by the staff under the **SERVICE PROVIDER**, provided with approved request to render overtime by the Executive Director.
    - 2.1. Overtime rate shall be more than the stated basic rate specified in the Contract.
- C. Increase in salary pursuant to a directive or issuances by the DBM or DOLE which was used as basis in the computation of monthly basic salary rates.

## V. CONTRACT PERIOD

The term of this Contract shall commence on January 1, 2022 and ends on December 31, 2022.

- A. For positions that requires less than 12 months, the **PCMC** shall notify the **SERVICE PROVIDER**, in writing, on the specific period of contract for the said positions.
- B. **PCMC** reserves the right to terminate this Contract, in case the **SERVICE PROVIDER** fails to fulfill any of the obligations set forth in this Contract. In the event of termination, a thirty (30)-day notice shall be made by the **PCMC**.

## VI. OTHER CONDITIONS

- A. The **SERVICE PROVIDER** shall guarantee for the loss or damage of the **PCMC** property, unless it has been duly established after investigation that said loss or damage did not result from the act, omission, negligence or fault of the **SERVICE PROVIDER** or any of its staff. Such loss or damage must be reported by duly authorized **PCMC** Official or Employee in writing to the **SERVICE PROVIDER** copy furnished the **PCMC**, within five (5) working days from occurrence or discovery thereof. When such loss or damage is caused by force majeure or fortuitous event, the **SERVICE PROVIDER** shall not, in any way, be made responsible.
- B. The **SERVICE PROVIDER** is the exclusive employer of the assigned staff and there exists no employer-employee relationship between the staff and the **PCMC**. As such, claims of any nature, financial or otherwise, by the assigned personnel arising out of and/or in connection with their employment by the **SERVICE PROVIDER** shall be the sole responsibility of the latter.
- C. The **SERVICE PROVIDER** is solely responsible, for the cost of coverage of the assigned staff, for SSS, PhilHealth, Pag-ibig and other benefits due them.
- D. The **SERVICE PROVIDER** shall submit itself and all its assigned staff to security search and spot check by the Security Personnel when required, and must observe/abide by all security regulations and requirements of the **PCMC**.
- E. The **SERVICE PROVIDER**, upon the request of the **PCMC**, shall relieve any of its assigned staff with whom the **PCMC** has lost trust and confidence, or who was found inefficient, disobedient or disrespectful or for any other valid or justifiable reason.
- F. **PCMC** is not answerable or liable whatsoever for any claim for the assigned staff arising from the performance of their duties and/or in the course of employment with the **SERVICE PROVIDER**, including claims for benefits due to the **SERVICE PROVIDER** staff.
- G. The **SERVICE PROVIDER** shall provide a contact person who shall be responsible in addressing concerns relative to the implementation of this Contract.

**VII. LAWS, PERMITS AND CLEARANCES**

**SERVICE PROVIDER** agrees to comply with all labor laws, ordinances, rules and regulations pertaining to the services herein and undertakes to secure at its expense all necessary permit/clearances from the proper government offices.

**VIII. AMENDMENT**

**PCMC** may change the number of positions as well as the positions initially identified under this Contract, provided, that the amendments shall not exceed in the contract price. These changes shall be communicated into writing with the **SERVICE PROVIDER** and shall take effect upon the agreement of both parties.

Any other amendment in the terms, conditions, or provisions not stipulated in this Contract should be covered by a separate agreement as proposed and agreed upon by this Medical Center and **SERVICE PROVIDER**.

**IX. SEPARABILITY**

Any part, provision, or representation relative to this Contract which is prohibited or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

**CONFORME:**

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

\_\_\_\_\_  
Contact No:

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

\_\_\_\_\_  
Company’s Official Email Address  
(where notices will be sent)

\_\_\_\_\_  
Company’s Official Contact No.  
Name of Company/Firm



Republic of the Philippines  
DEPARTMENT OF HEALTH  
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Bids and Awards Committee  
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Trunkline: 8588-9900 local 361/355 Telefax No.: 8924-0870

## SECTION I

# *Invitation to Bid*

## One (1) Lot Service Contract for OUTSOURCING MANPOWER COMPLEMENT

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**IB-2022-031**





Republic of the Philippines  
DEPARTMENT OF HEALTH  
**PHILIPPINE CHILDREN'S MEDICAL CENTER**  
Quezon Avenue, Quezon City 1100  
website: [www.pcmc.gov.ph](http://www.pcmc.gov.ph) email: [officeofthedirector@pcmc.gov.ph](mailto:officeofthedirector@pcmc.gov.ph)  
Trunkline: 8588-9900 DirectLine: 8924-0836 Fax No: 8924-0840

## INVITATION TO BID

1. The **Philippine Children's Medical Center (PCMC)** through the **GAA CY 2022** intends to apply the sum of **Twenty-Four Million Forty-One Thousand Eight Hundred Ninety-Four Pesos and 40/100 (Php 24,041,894.40)** 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.

IB NUMBER	ITEM DESCRIPTION	TOTAL ABC (Php)	Cost of Complete Bidding Documents
IB-2022-031	One (1) Lot Service Contract for OUTSOURCING MANPOWER COMPLEMENT	Php 24,041,894.40	25,000.00

2. The **Philippine Children's Medical Center (PCMC)** now invites bids for the above-mentioned project. Delivery of the Goods is required as stated in **Section VI Schedule of Requirements**. Bidders should have completed, within the **period of five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using a 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.
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 October 22, 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.
6. The Philippine Children's Medical Center will hold a Pre-Bid Conference on **November 4, 2021 at 2:00P.M.** through video conferencing via [google meet](https://meet.google.com/upc-zpuo-owa) ([meet.google.com/upc-zpuo-owa](https://meet.google.com/upc-zpuo-owa)) which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission on or before **November 16, 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 **November 16, 2021, 2:00 P.M. 3<sup>rd</sup> 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 strictly allow only one authorized representative per bidder company to enter the venue during opening of bids. Provided further, that said authorized representative shall follow PCMC's safety protocol by wearing face mask and face shield 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:  
  
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 : [www.pcmc.gov.ph](http://www.pcmc.gov.ph)  
[www.philgeps.gov.ph](http://www.philgeps.gov.ph)

October 21, 2021

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



Republic of the Philippines  
DEPARTMENT OF HEALTH  
PHILIPPINE CHILDREN'S MEDICAL CENTER  
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## SECTION II

# *Instructions to Bidders*

## **One (1) Lot Service Contract for OUTSOURCING MANPOWER COMPLEMENT**

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**IB-2022-031**

## 1. Scope of Bid

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

<b>IB NUMBER</b>	<b>ITEM DESCRIPTION</b>	<b>TOTAL ABC (Php)</b>
IB-2022-031	One (1) Lot Service Contract for OUTSOURCING MANPOWER COMPLEMENT	Php 24,041,894.40

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 **GAA CY 2022 in the amount of Twenty-Four Million Forty-One Thousand Eight Hundred Ninety-Four Pesos and 40/100 (Php 24,041,894.40).**
- 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 **November 4, 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 five (5) years** prior to the deadline for the submission and receipt of bids.

- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## 11. Documents comprising the Bid: Financial Component

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

## 12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in e.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
    - ii. The price of other (incidental) services, if any, as listed in **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 color blue 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 **Technical Component** accomplished in two (2) sets, **each set filed in a folder**

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

**All copies should be certified as true copy**

<b>COLOR CODING OF FOLDERS/ENVELOPES</b>	<b>BROWN</b>
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**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**

- 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)

\_\_\_\_\_  
Company’s Official Contact No.





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**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: [pcmbac@gmail.com](mailto:pcmbac@gmail.com)  
Trunkline: 8588-9900 local 361/355 Telefax No.: 8924-0870

## **SECTION III**

# ***Bid Data Sheet***

## **One (1) Lot Service Contract for OUTSOURCING MANPOWER COMPLEMENT**

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**IB-2022-031**

## Bid Data Sheet

<b>ITB Clause</b>							
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> <li><b>a. Outsourcing Manpower Complement Services</b></li> <li><b>b. Completed within the period of five (5) years from the date of submission and receipt of bids</b></li> </ul>						
7.1	Subcontracting is not allowed.						
12	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.						
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> <li>1. The amount of not less than <b>Php 480,837.89</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>Php 1,202,094.72</b>, if bid security is in Surety Bond.</li> </ul>						
19.3	<p><b>Supply and Delivery of the following:</b></p> <table border="1" style="width: 100%; border-collapse: collapse; margin-left: 20px;"> <thead> <tr> <th style="width: 20%;">IB NUMBER</th> <th style="width: 60%;">ITEM DESCRIPTION</th> <th style="width: 20%;">TOTAL ABC</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">IB-2022-031</td> <td>One (1) Lot Service Contract for OUTSOURCING MANPOWER COMPLEMENT</td> <td style="text-align: right;">Php 24,041,894.40</td> </tr> </tbody> </table>	IB NUMBER	ITEM DESCRIPTION	TOTAL ABC	IB-2022-031	One (1) Lot Service Contract for OUTSOURCING MANPOWER COMPLEMENT	Php 24,041,894.40
IB NUMBER	ITEM DESCRIPTION	TOTAL ABC					
IB-2022-031	One (1) Lot Service Contract for OUTSOURCING MANPOWER COMPLEMENT	Php 24,041,894.40					
20.2	<p>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:</p> <ul style="list-style-type: none"> <li>1. Latest Income and Business Tax Returns filed and paid through the BIR Electronic Filing (EFPS)</li> <li>2. Valid and current Certificate of PhilGEPS Registration</li> <li>3. Certification of no pending case from Department of Labor and Employment (DOLE) National Labor Relations Commission</li> </ul> <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>						
21.2	<i>No additional contract documents relevant to the Project</i>						

**CONFORME:**

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

\_\_\_\_\_  
Contact No:

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

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

\_\_\_\_\_  
Company's Official Contact No.  
Name of Company/Firm



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Trunkline: 8588-9900 local 361/355 Telefax No.: 8924-0870

## **SECTION IV**

# ***General Conditions of Contract***

## **One (1) Lot Service Contract for OUTSOURCING MANPOWER COMPLEMENT**

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**IB-2022-031**

## 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**

- 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.

**CONFORME:**

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

\_\_\_\_\_  
Contact No:

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

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

\_\_\_\_\_  
Company's Official Contact No.  
Name of Company/Firm



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## **SECTION V**

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

# **One (1) Lot Service Contract for OUTSOURCING MANPOWER COMPLEMENT**

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**IB-2022-031**

# 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 Signatory  
 Signature over printed name

\_\_\_\_\_  
 Contact No:

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

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

\_\_\_\_\_  
 Company's Official Contact No.  
 Name of Company/Firm



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## **SECTION VI**

# ***Schedule of Requirements***

**One (1) Lot Service Contract for  
OUTSOURCING MANPOWER  
COMPLEMENT**

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**IB-2022-031**



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

Description	Total ABC (Php)	Delivery Site	PCMC Requirement DELIVERY PERIOD
One (1) Lot Service Contract for OUTSOURCING MANPOWER COMPLEMENT	24,041,894.40	Materials 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)

\_\_\_\_\_  
Company's Official Contact No.



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## SECTION VIII

# *Checklist of Technical and Financial Documents*

## **One (1) Lot Service Contract for OUTSOURCING MANPOWER COMPLEMENT**

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**IB-2022-031**

# Checklist of Technical and Financial Documents

The Bidder shall submit the following **TECHNICAL COMPONENT ENVELOPE (ARRANGED, NUMBERED AND TABBED)** *[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.  
**or**
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 five (5) 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. Terms of Reference (TOR) with signature (conforme) on all pages
9. Omnibus Sworn Statement (Use of the Form provided is required)

10. 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 – Materials and Management Division (MMD) 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.

### 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 using the form as provided
3. Duly accomplished and signed **Detailed Cost Breakdown**

**Note:** Bidder shall return to PCMC the issued USB Flash Drive containing the soft copy of their accomplished Detailed Cost Breakdown (in EXCEL FORMAT)

4. Section II. Instructions to Bidders with signature (conforme) on all pages
5. Section III. Bid Data Sheet with signature (conforme) on all pages
6. Section IV. General Conditions of the Contract with signature (conforme) on all pages
7. Section V. Special Conditions of the Contract with signature (conforme) on all pages

**CONFORME:**

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

\_\_\_\_\_  
 Contact No:

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

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

\_\_\_\_\_  
 Company's Official Contact No.  
 Name of Company/Firm