



Republic of the Philippines  
DEPARTMENT OF HEALTH  
PHILIPPINE CHILDREN'S MEDICAL CENTER  
Bids and Awards Committee  
Quezon Avenue, Quezon City 1100  
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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**

**IB-2023-019 and IB-2023-020**



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)  
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## INVITATION TO BID

1. 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 <sup>st</sup> 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.
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.
  - 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**



7. Bids must be duly received through manual submission on or before **December 13, 2022, 1:30 P.M., Guard-on-Duty, 3<sup>rd</sup> 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. 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 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  
3<sup>rd</sup> 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)

November 23, 2022



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



Republic of the Philippines  
DEPARTMENT OF HEALTH  
PHILIPPINE CHILDREN'S MEDICAL CENTER  
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Quezon Avenue, Quezon City 1100  
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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**

**IB-2023-019 and IB-2023-020**

## 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.

## 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 **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**.

## 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 **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, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in e.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
    - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

## 13. Bid and Payment Currencies

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

## 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing 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 three (3) sets, **filed in a folder**

The **Second (2<sup>nd</sup>) Envelope** shall contain the **Financial Component** accomplished in four (4) 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>
------------------------------------------	--------------

### 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 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.



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

- 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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## **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**

**IB-2023-019 and IB-2023-020**

## Bid Data Sheet

ITB Clause										
5.3	<p>For this purpose, contracts similar to the Project shall refer:</p> <p><b>For ENGINEERING MAINTENANCE SERVICES:</b></p> <p>a. Engineering Maintenance Services in any of the following:</p> <ul style="list-style-type: none"> <li>➤ Hospitals with at least 200 bed capacity</li> <li>➤ Buildings (such as malls, hotels, schools) with single or cumulative minimum area of 10,000 square meters with contract/s to one (1) client only</li> </ul> <p>b. With service contract to same client (item a) of at least two (2) years aggregate within the period of five (5) years prior to submission and receipt of bids</p> <p>c. Completed <u>within the period of five (5) years</u> from the date of submission and receipt of bids</p> <p><b>For PEST AND TERMITE CONTROL SERVICES:</b></p> <p>a. Pest and Termite Control Services</p> <p>b. Completed within the period of three (3) years from the date of submission and receipt of bids</p>									
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	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <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>									
19.3	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Invitation to Bid No.</th> <th style="text-align: center;">Item Description</th> <th style="text-align: center;">Total ABC (Php) for the 1<sup>st</sup> year</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">IB-2023-019</td> <td>One (1) Lot Janitorial and Other Utility Services (Multi-Year) for three (3) years</td> <td style="text-align: center;">14,300,000.00</td> </tr> <tr> <td style="text-align: center;">IB-2023-020</td> <td>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</td> <td style="text-align: center;">600,000.00</td> </tr> </tbody> </table>	Invitation to Bid No.	Item Description	Total ABC (Php) for the 1 <sup>st</sup> 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
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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	<p>The Lowest Calculated Bidder 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> <p><b>For BOTH IB-2023-019 and IB-2023-020:</b></p> <ol style="list-style-type: none"> <li>1. Latest Income and Business Tax Returns filed and paid through the BIR Electronic Filing (EFPS) within the last three (3) months</li> <li>2. 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.</li> </ol>									

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

**Additional 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 (*for IB-2023-019 only*)

**Additional 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
  - i. Certificate of Membership with good standing of the Pest Control Association of the Philippines (PCAP)
  - ii. Certificate of Membership with good standing of the Philippine Federation of Pest Management Operators Association (PFPMOA)
  - iii. Latest License as Pest Control Operator issued by Fertilizer and Pesticide Authority (FPA)
  - iv. Sanitary Permit issued by the City/Municipality where the principal place of business is located
  - v. Environmental Compliance Certificate (ECC) issued by the Department of Natural Resources (DENR)
  - vi. List of contractor's personnel to be assigned to the contract to be bid, with their complete qualification and experience data [*use of Form No. DOBA-PCMC-KPF15b is required*], attach support documents.
  - vii. List of contractor's tool/equipment, which are owned, leased, and/or under purchased agreements, supported by certification of availability of equipment from the equipment lessor/vendor for the duration of the project [*use of Form no. DOBA-PCMC-CEF19 is required*], attach support documents.
  - viii. List of all chemicals with its chemical component and other treatment to be used with:
    - a. Brochures
    - b. Certificate of Product Registration from Food and Drug Administration (as household hazardous/urban substances)
    - c. Materials Safety Data Sheet (MSDS)
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	<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.





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Quezon Avenue, Quezon City 1100  
website: [www.pcmc.gov.ph](http://www.pcmc.gov.ph) email: [pcmcba@gmail.com](mailto:pcmcba@gmail.com)  
Trunkline: 8588-9900 local 361/355 Telefax No.: 8924-0870

## 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**

**IB-2023-019 and IB-2023-020**

## 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)

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



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

## 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**

**IB-2023-019 and IB-2023-020**

# 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  
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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**

**IB-2023-019 and IB-2023-020**

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 <sup>st</sup> 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 Management Division (MMD), G/F PCMC, Quezon Avenue, corner Agham Road Quezon City	Refer to the Terms of Reference (TOR)
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		

**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 VII

# *Technical Specifications*

**One (1) Lot Engineering Maintenance Services  
and**

**One (1) Lot Comprehensive Termite and Pest  
Control of the grounds and building**

**IB-2023-019 and IB-2023-020**



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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**

**IB-2023-019 and IB-2023-020**

# 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 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*)

### **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

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*).

### OR

Duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful

*Other documentary requirements under RA NO. 9184 (as applicable)*

- 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, NUMBERED AND TABBED)** [*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 **Price Schedule with Annex A** (in **EXCEL format**)
- b. **SCANNED copy** (in **PDF Format**) of **ALL** 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 **Price Schedule** (in **EXCEL format**)
- b. **SCANNED copy** (in **PDF Format**) of **ALL** the required documents under Section VIII. Checklist of Technical and Financial Documents

**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.

# PRICE SCHEDULE

PROCURING ENTITY: <b>PHILIPPINE CHILDREN'S MEDICAL CENTER</b>	NAME OF BIDDER:
NAME OF PROJECT : <b>One (1) Lot Engineering Maintenance Services (Multi-Year) for three (3) years</b>	INVITATION TO BID NO. <b>IB-2023-019</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) Lot Engineering Maintenance Services (Multi-Year) for three (3) years</b>	<b>Php 14,300,000.00 for the 1st year</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>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**PHILIPPINE CHILDREN'S MEDICAL CENTER**

**Quezon Avenue, Quezon City**

**SECTION VII. TECHNICAL SPECIFICATIONS**

**Invitation to Bid No. IB-2023-019**

<b>PCMC's REQUIREMENTS</b>	<b>BIDDER'S OFFER</b>
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**

**ADDRESS**

---

**SIGNATURE OVER PRINTED NAME OF  
AUTHORIZED REPRESENTATIVE**

**DESIGNATION**

---

**OFFICIAL EMAIL ADDRESS  
(for notifications to be sent)**

**TELEPHONE / FAX NO.**

**TERMS OF REFERENCE**  
**MULTI-YEAR CONTRACT FOR ENGINEERING MAINTENANCE SERVICES**

**I. BACKGROUND**

The **PHILIPPINE CHILDREN'S MEDICAL CENTER (PCMC)** is a government-owned and controlled corporation created and existing under and by virtue of Pres. Decree No. 1631, as amended, is represented by its Executive Director, **SONIA B. GONZALEZ, MD, MScHSM, MPM** with office address at Quezon Avenue corner Agham Road, Diliman, Quezon City.

The **PCMC** complex covers a total gross area of approximately 53,657.25 square meters. The PCMC required janitorial services for the following major components:

<b>Building</b>	<b>Floor Area in sq. m.</b>	<b>Applicability</b>
Main building	30,000	2023
Engineering & Motor pool	240.25	2023
3 Storey Steel parking	6,000	2023
8 Storey building Ground	2,150	2023 3Q
8 Storey basement and 2nd to 8th floor	17,350	2024
4 Storey Brain Center	3,340	2023 2Q
4 Storey Cancer Center Building	2,000	2024
Watcher's Dormitory	300	2024

The **PCMC** is specialty hospital with Eight (8) Service Centers of Excellence as follows:

- 1) Child Neuroscience Center
- 2) Perinatology-Neonatology-Pediatric Gynecology Center
- 3) Medical Internal System Specialties Division
- 4) Cancer and Hematology Center
- 5) Adolescent Center
- 6) Pediatric Critical Care Center
- 7) Clinical center for General Pediatrics
- 8) Center for Pediatric Surgery Anesthesia and Allied Medical Services.

**II. OBJECTIVES**

To acquire the services of an independent experienced, and qualified contractor for Engineering Maintenance Services who can provide well-trained, qualified technical personnel in-charge of running and keeping the systems and equipment operation smoothly as well as maintenance of building and properties.

**III. SCOPE OF WORK**

The **SERVICE PROVIDER** shall provide engineering maintenance services for a period of three (3) years at PCMC building and premises.

**A. Job Description**

**1. Create and Perform Predictive, Preventive and corrective maintenance programs/plans**

- 1.1. Coordinate the preparation of Preventive Maintenance (PM) Schedule for building machineries and equipment and room facilities.

- 1.2. Conduct regular inspection based on PM Schedule.
- 1.3. Perform major and minor repairs on equipment and fill out PM Check List with the dates, parts, unusual observations, and all works done.
- 1.4. Prepare monthly, quarterly, and annual reports for PM works.
- 1.5. Assist in the monitoring and inspection of preventive maintenance conducted by outside contractor for equipment under warranty, tie-up, and under service maintenance contract.
- 1.6. Monitor facility's safety and compliance.

## **2. Plant Operation and Emergency Maintenance**

- 2.1 Study plans, specifications, operational and maintenance procedures, brochures and manuals.
- 2.2 Assist in monitoring and preparing 24 hours, 365 days/year ledger and daily log-sheet and incident reports for the machineries and equipment
- 2.3 Assist in the monitoring and inspection of emergency maintenance/repairs conducted by outside contractor for equipment under warranty, tie-up, and under service maintenance contract.

## **3. Job Order/ Service calls and Request for check up and repair**

- 3.1. Respond to job orders/service calls and request for check-up and repair of equipment in a timely manner.
- 3.2. Prepare monthly job order/service calls accomplishments.

## **4. Technical Services**

- 4.1. Provide technical services in the design, installation and operation of additional facilities for the hospital.
- 4.2. Provide technical services in the design, supervision and operation of minor renovations, improvement, and upgrade of hospital facilities.
- 4.3. Provide assistance in the inspections and supervision on all works done by each shift.
- 4.4. Assist in the monitoring, reporting and implementation of PCMC infrastructure projects.

## **5. Clean and maintain specific areas assigned to Engineering Services**

5.1 Power Center Areas:	Total Area	=	294.30 sq. m.
a. Electrical Rooms		=	218.40 sq. m.
b. Switch gear/Power Transformer Areas		=	28.80 sq. m.
c. Emergency Generators		=	47.10 sq. m.
5.2 Building Machineries Areas:	Total Area	=	71.37 sq. m.
a. Medical Oxygen Manifold			
b. Oxygen Vie Tank Area		=	29.64 sq. m.
c. LPG Perimeter		=	11.73 sq. m.
d. Deep Well and Filtration Perimeter Area		=	15.00 sq. m.

## **B. Scope of Responsibility**

### **1. MEDICAL EQUIPMENT**

- 1.1 Radiology Section Equipment
  - a. Magnetic Resonance Imaging (MRI)
  - b. CT Scan
  - c. Digital Radiography Fluoroscopy
  - d. Others
- 1.2 Laboratory Equipment

- a. Hema Analyzer
- b. Blood Culture
- c. Urine Analyzer
- d. Coagulation Machine
- e. Others

- 1.3. Steam and Gas Sterilizer
- 1.4. Ventilator
- 1.5. Perfusor
- 1.6. Infusion pump
- 1.7. Pulse Oximeter
- 1.8. Patient Monitor
- 1.9. Infant Warmer
- 1.10. Others

## 2. MECHANICAL SYSTEM

- 2.1. Air Exhaust System
- 2.2. Medical Gas Pipe Lines
- 2.3. Medical Compressed Air System
- 2.4. Medical Central Vacuum Pump
- 2.5. Medical Liquid Oxygen and Manifold
- 2.6. Oxygen Generating Plant
- 2.7. Liquefied Petroleum Gas System
- 2.8. Water and Fire Pumps
- 2.9. Water Heaters
- 2.10. Motor Vehicles
- 2.11. Air-conditioning system
- 2.12. Elevator
- 2.13. Others

## 3. CIVIL AND STRUCTURAL SYSTEM

- 3.1. Building (interior and exterior)
- 3.2. Walls and Ceiling.
- 3.3. Roads
- 3.4. Parking
- 3.5. Offices
- 3.6. Others

## 4. ELECTRICAL SYSTEM

- 4.1. Building light and switches
- 4.2. Building convenience outlets
- 4.3. Ground and perimeter lights
- 4.4. Power Centers
  - a. Emergency generators
  - b. Automatic Transfer Switch
  - c. Main switch and breakers
  - d. Systems switches and breakers
- 4.5. Others

## 5. PLUMBING SYSTEM

- 5.1. Water cistern
- 5.2. Water pumps
- 5.3. Cold and hot water lines
- 5.4. Sewer lines
- 5.5. Water valves, faucets and W.C flushing mechanism
- 5.6. Fire hydrants and lines

- 5.7. STP
- 5.8. Others

**6. COMMUNICATION SYSTEM**

- 6.1. PABX and local line system
- 6.2. Direct lines
- 6.3. Public address system
- 6.4. Nurse call system
- 6.5. Cell phone / 2-way radio
- 6.6. Others

**7. GENERAL MAINTENANCE**

- 7.1. Office Equipment
- 7.2. Wheelchairs, Stretchers, Carts, Beds and Cribs
- 7.3. Sound System
- 7.4. Vertical Blinds
- 7.5. Dietary Equipment
- 7.6. Electric Fans
- 7.7. Television Sets
- 7.8. Doors, windows, louvers locks, screen and hinges.
- 7.9. Vinyl and ceramic tiles
- 7.10. Others

**IV. MANPOWER REQUIREMENT**

**A. GENERAL CONDITIONS**

**1. Manpower requirements**

Maintenance Crew	Quantity	Duty
	CY 2024-2025	
Project Engineer	One (1)	8:00 am to 5:00 pm Monday to Saturday
Job Order Taker	One (1)	
Architect	One (1)	
Project and Construction Supervisor	One (1)	
Carpenter/Painter	Five (5)	
Telephone Technician/Electronic & Office Tech.	Four (4)	
Refrigeration & A/C Technician	Six (6)	
Biomedical Technicians	Six (6)	
Mason / Tile Setter	One (1)	
Plumber	Five (5)	
Auto Mechanic/Welder	Two (2)	
Shift Engineer	Three (3)	three (3) shifts, six (6) days a week per engineer including Holidays
Electrician	Seven (7)	two (2) electrician per shifts, three (3) shifts, six (6) days a week per electrician including Holidays
Total	43	

All personnel must comply with the minimum qualifications per attached Annex “A”. Additional staff may be required as the need arises. Compensation for additional staff shall be arranged on a case-to-case basis.



2. The **SERVICE PROVIDER** is responsible for the payment of all benefits due all its personnel under the labor laws and pertinent rules and regulations.
3. The **SERVICE PROVIDER** shall employ/partner with a Clinic/Physician who will be responsible for the Annual Physical Examination/Medical Certificate/and other health related issue of their staff.
4. The **SERVICE PROVIDER** shall also comply with the following obligations:
  - a) Provide identification cards and uniforms to its employees and mandatory wearing of the same.
  - b) Assigned personnel to the PCMC should be thoroughly screened and required to submit the following:
    1. NBI and Police Clearances before employment
    2. Laboratory results of Medical Examination such as:
      - ✓ for pre-employment
      - CBC
      - Chest X-Ray
      - Urinalysis / Drug Test
      - Blood chem for 40 years old and above
      - COVID (RTPCR) Test
      - ✓ during employment
      - Annual Medical Examinations of the above test
  - c) Submit all its employees assigned at PCMC on the security procedure and safety rules and regulations. The duly authorized personnel and/or representatives of PCMC shall have the right to make a body search on the service provider's personnel, including a search on their personal belongings, before they shall be allowed to entry or exit from the premises.
  - d) Inform PCMC in writing any removal or separation from the service of any of its personnel.
  - e) Adhere to the PCMC's prerogative to request a replacement of any of its workers.
  - f) Exercise control and supervision, at all times, over its employees deployed at PCMC and shall be directly, primarily, and solely responsible for any damages or liabilities that its employees may cause or incur.
  - g) Submit to PCMC, thru the Head of the Engineering Section a monthly report of its work accomplishments (*attachment on monthly billings*), including work evaluations of its individual workers, on or before the 10<sup>th</sup> day of the following month.
  - h) Exercise extraordinary care and diligence in carrying out its obligations under this Contract and to the best interest of PCMC.
  - i) During the period of this Contract or at any time thereafter, employees of the **SERVICE PROVIDER** shall sign a non-disclosure agreement prior to the deployment.
  - j) Guarantee non-occurrence of any form of action, protest, mass leave, picket, strike by its employees within the PCMC premises;
5. **SERVICE PROVIDER** guarantees that all its personnel are qualified and experienced in the particular work contracted.
6. **SERVICE PROVIDER** shall replace any of its employees who shall perform any act of commission or omission which may be prejudicial to the interest of **PCMC** or which may constitute negligence in the performance of their functions.

7. **SERVICE PROVIDER** shall maintain a very satisfactory rating on over-all basis at the end of each month using the following criteria: (*See ANNEX B*). Two (2) consecutive ratings of *poor* shall be cause for the termination of the contract. The contract of the **SERVICE PROVIDER** may be extended at the option of PCMC until a successful bidding takes place.
8. **SERVICE PROVIDER** shall abide by all existing policies of PCMC in relation to any disciplinary actions of its personnel in terms of punctuality and office decorum.
9. **SERVICE PROVIDER** shall comply with all labor and social security laws, rules, and regulations; otherwise, any violation thereof shall be a ground for the automatic termination of this Contract. For this purpose, PCMC 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.
10. **SERVICE PROVIDER** shall have the entire control and supervision over the work and services herein agreed upon, and PCMC shall in no matter be answerable or accountable for any accident or injury, loss or damage arising from the negligence and carelessness of the **Service Provider** or any one of its employee to any person or property, and **Service Provider** hereby assumes all liability for and on account of any such injury, loss or damage and keep PCMC free from any liabilities or obligation there from.
11. The **Service Provider** is and shall remain independent from PCMC. There shall be no employer-employee relationship between PCMC and **Service Provider** or its personnel, agents or subcontractors. PCMC shall not in any way be liable or responsible for any personal injury, including death, or damage to property, sustained or caused by any of the employees, agents or subcontractors of **Service Provider** in the performance of its obligations and undertaking of this agreement.

## V. EQUIPMENT, TOOLS & SUPPLIES

The **SERVICE PROVIDER** shall provide all the tools and equipment necessary for the performance of the services which includes but not limited to the following:

### 1. Equipment and tools required on-site

- 1.1. Clamp Ammeter
- 1.2. Multi-tester
- 1.3. Electric Drill heavy duty with hammer
- 1.4. Flashlight, 2pcs
- 1.5. A-Frame Aluminum Ladder, heavy duty (8', 12')
- 1.6. Heavy-duty Air Compressor
- 1.7. Pressure Washer
- 1.8. Rotary hammering drill, heavy duty
- 1.9. Allen Wrench
- 1.10. Jig Saw
- 1.11. Disc Grinder
- 1.12. Circular saw
- 1.13. Ratchet Socket Set
- 1.14. Strap Wrench
- 1.15. Welding machine
- 1.16. Tone Tracer
- 1.17. Tone Generator
- 1.18. Computer Set (3 Units)

### 2. Equipment to be provided within 24 hours when needed

- 2.1. Chain Saw with permit from DENR
- 2.2. Jack Hammer

### 3. Personal Protective Equipment (PPE)

- 3.1. Safety goggles
- 3.2. Safety Shoes

- 3.3. Safety Gloves
- 3.4. Helmet

**VI. TERMS OF PAYMENT**

Prior to any payment by **PCMC**, **Service Provider** is required to submit, in addition to the aforementioned supporting papers, an affidavit to the effect that it has correctly paid all the wages, salaries, benefits and/or remunerations of its employees in accordance with existing Labor Laws and Regulations and it has promptly remitted the employees contributions and the employer's share to SSS and Pag-ibig. **PCMC** shall not process any billings that are not accompanied by the said affidavit and shall be absolved from any liability resulting therefrom.

The **SERVICE PROVIDER** authorizes **PCMC** to deduct automatically from the former's monthly billing any and all amounts due to the latter under the provisions of this Contract.

**VII. PERIODIC INSPECTION LIABILITY FOR DEFECTIVE WORK**

**PCMC** reserves the right to make periodic inspection on the services being performed at any and all times during the duration of this Contract. Such services shall be subject to the approval of **PCMC** with respect to the result thereof. In case **PCMC** is not satisfied with the services rendered, **Service Provider** shall undertake the necessary revisions/reworks and all expenses incident thereto shall be for the **SERVICE PROVIDER's** account.

**VIII. LAWS, PERMITS AND CLEARANCES**

**Service Provider** agrees to comply with all labor laws, clearances, advisory, order, rules and regulations pertaining to the services herein and undertakes securing at their own expense all regulatory and statutory permits/clearances from the proper government offices.

**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.

## **ANNEX A MINIMUM QUALIFICATION**

### **Project Engineer**

- Male/Female, preferably Mechanical Engineer with PRC license
- 24 - 56 years' old
- At least 5 years working experience related to the job
- Good communication skills, both written and oral
- Knowledgeable in Engineering design and estimates
- Knowledgeable in AutoCAD or other computer aided designs
- Knowledgeable in Project Management

### **Project and Construction Supervisor**

- Male/Female, preferably Civil Engineer with PRC license 24 - 55 years' old
- At least 2 years working experience related to the job
- Knowledgeable in Construction coordination / monitoring
- Knowledgeable in AutoCAD, Revit or other computer aided drawing designs

### **Architect**

- Male/Female, Architect with PRC license
- 24 - 55 years' old
- At least 2 years working experience related to the job
- Knowledgeable in Power point presentation, 3D and interior design
- Knowledgeable in AutoCAD, Revit or other computer aided drawing designs

### **Shift Engineer**

- Male/Female, preferably Electrical Engineer with PRC license
- 24 - 55 years' old
- At least 2 years working experience related to the job
- Knowledgeable in Electrical Engineering design, estimates and codes and safety standard
- Knowledgeable in AutoCAD or other computer aided designs

### **Job Order Taker**

- Male or Female, at least 2 years in college
- 21-35 years' old
- Good communication skills, customer service oriented
- Computer literate, knowledgeable in Microsoft office with good typing skills

### **Auto Mechanic / Welder**

- Male, 21 - 55 years' old
- With at least 2 years' experience related to the job
- With certificates of trainings related to the job is an advantage
- Can read and write legibly

### **Carpenter/Painter**

- Male, 21 - 55 years' old
- With at least 2 years' experience related to the job
- With certificates of trainings related to the job is an advantage
- Can read and write legibly

### **Telephone Technician/Electronic & Office Tech.**

- Male, 21 - 55 years' old
- Vocational/TESDA or College level
- With at least 2 years' experience related to the job
- With certificates of trainings related to the job is an advantage

**Refrigeration & A/C Technician**

- Male, 21 - 55 years' old
- Vocational/TESDA or College level
- With at least 2 years' experience related to the job
- With certificates of trainings related to the job is an advantage

**Biomedical Technician**

- Male or Female, 21 - 55 years' old
- Graduate of BS Electronics Communication Engineering or Biomed course or vocational course or TESDA or with at least 2 years working experience in healthcare technology/medical equipment/health-related facility
- Knowledge in the preventive, corrective and emergency maintenance of various medical equipment
- With certificates of trainings related to the job is an advantage

**Plumber**

- Male, 21 - 55 years' old
- With at least 2 years' experience related to the job
- Preferably knowledgeable in construction works
- With certificates of trainings related to the job is an advantage
- Can read and write legibly

**Mason/Tile setter**

- Male, 21 - 55 years' old
- With at least 2 years' experience related to the job
- Preferably knowledgeable in construction works
- With certificates of trainings related to the job is an advantage
- Can read and write legibly

**Electrician**

- Male, 21 - 55 years' old
- Vocational/TESDA or College level
- With at least 2 years' experience related to the job
- With certificates of trainings related to the job is an advantage

**CONFORME:**


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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.

**ANNEX B**

**Monthly Performance Evaluation Form**

1.) Clients Evaluation (Job Orders)	50%		<b>SCORING</b>	
99% to 100% VS rating or Higher		5	Outstanding	4.51 to 5.0
90% to 98% VS rating or Higher		4	Very Satisfactory	4.01 to 4.5
80% to 89% VS rating or Higher		3	Satisfactory	3.51 to 4.0
70% to 79% VS rating or Higher		2	Poor	3.5 and Below
60% to 69% VS rating or Higher		1		
2.) Compliance to Contract	50%			
Attendance	40%			
1 to 10 absent		5		
11 to 20 absent		4		
21 to 30 absent		3		
31 to 40 absent		2		
41 and above absent		1		
Equipment	10%			
complete		5		
1 lacking		4		
2 lacking		3		
3 lacking		2		
4 or more lacking		1		
	100%			

**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.