

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

Bids and Awards Committee

Quezon Avenue, Quezon City 1100 website: www.pcmc.gov.ph email: pcmcbac@gmail.com Trunkline: 8588-9900 local 361/355 Telefax No.: 8924-0870

SECTION I

Invitation to Bid

Supply and Delivery of PCMC Corporate Jacket



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

Quezon Avenue, Quezon City 1100
website: www.pcmc.gov.ph email: officeofthedirector@pcmc.gov.ph
Trunk Line: 8588-9900 to 20 Direct Line: 8924-6601

INVITATION TO BID

 The Philippine Children's Medical Center (PCMC) through the Corporate Operating Budget COB CY 2023 intends to apply the sum of One Million Two Hundred Nine Thousand Pesos (Php 1,209,000.00) 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.

IB NUMBER	QTY	UNIT	DESCRIPTION	ABC per unit	Total Cost (PhP)	Cost of Bidding Docs (PhP)
IB-2023- 087	1,209	pc	Supply and Delivery of PCMC Corporate Jacket	1,000.00	1,209,000.00	5,000.00

- 2. The Philippine Children's Medical Center (PCMC) now invites bids for the above-mentioned project. Delivery of the Goods is required within Thirty (30) calendar days upon receipt of the Certification on the list of employees with their respective sizes from the PCMC Uniform Committee. Bidders should have completed, within the past two (2) 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.
- 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 on June 27, 2023, 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 July 5, 2023, at 10:00 AM through video conferencing via Zoom (Meeting ID: 221 095 0124 Passcode: IB2023087) which shall be open to prospective bidders.

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- Bids must be duly received through manual submission on or before July 17, 2023, 1:30
 P.M., Guard-on-Duty, 3rd Floor, Procurement Division Area, PCMC Main Building. Late bids shall not be accepted.
- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
- 9. Bid opening shall be on July 17, 2023, 2:00 PM 3rd Floor, Procurement Division Area PCMC Main Building. Bids will be opened in the presence of the Bidders' representative who chooses to attend at the afore-mentioned venue. In compliance with 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 the opening of bids. Provided further, said authorized representative shall follow PCMC's safety protocol by wearing a face mask while inside PCMC Premises.
- 10. The Philippine Children's Medical Center (PCMC) reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 11. For further information, please refer to:

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

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

12. You may visit the following websites:

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

June 27, 2023

FRANCIS S. DELA CUESTA, RN MAN Chairman, Bids & Awards Committee

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Republic of the Philippines DEPARTMENT OF HEALTH PHILIPPINE CHILDREN'S MEDICAL CENTER Pids and Awards Committee

Bids and Awards Committee Quezon Avenue, Quezon City 1100

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Trunkline: 588-9900 local 361/355 Telefax No.: 924-0870

SECTION II

Instructions to Bidders

Supply and Delivery of PCMC Corporate Jacket

1. Scope of Bid

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

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 One Million Two Hundred Nine Thousand Pesos (Php1,209,000.00).
- 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 items 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 July 5, 2023 at 10:00 A.M through video conferencing via zoom (Meeting ID: 221 095 0124 Passcode: IB2023087) 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 past two (2) 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, exwarehouse, 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 Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *120 calendar days*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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The **First (1st) Envelope**, shall contain the following <u>Technical Documents</u> accomplished in one (1) set, each set filed in a folder

The Second (2nd) Envelope shall contain the Financial Component accomplished in two (2) sets, each set filed in a folder including the USB Flash Drive (Section VIII. Checklist (Financial Component Envelope No. 2. Note)

All copies should be certified as true copy

COLOR CODING OF	PINK	
FOLDERS/ENVELOPES		

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)

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

CONFORME:

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

Authorized Signatory Signature over printed name Contact Number:	
Name of Company/Firm	
Name of Company/1 mm	
Company's Official E-mail Address (where notices will be sent)	Company's Official Contact Number



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SECTION III

Bid Data Sheet

Supply and Delivery of PCMC Corporate Jacket

Bid Data Sheet

ITB Clause						
5.3	For this purpose, contracts similar to the Project shall be:					
	 a. Supply and delivery of Supply, Delivery and Tailoring Services of Various Office Uniforms, Jackets, Polo Shirts, or T-Shirts with Embroidery. b. completed within the last two (2) years prior to the deadline for the submission and receipt 					
	of bids.					
7.1	Subcontracting is	s not allo	wed.			
12	The Bid prices for Pesos.	or Goods	s supplied	from outside of the Philippines	shall be quoted	in Philippine
14.1	The bid security and amounts:	shall be	in the form	n of a Bid Securing Declaration	, or any of the f	following forms
	 The amount of not less than two percent (2%) of the ABC of the item(s) joined, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or The amount of not less than five percent (5%) of the ABC of the item(s) joined, if bid security is in Surety Bond. 					
19.3	Supply and Deli	very of t	he followi	ng:		
	IB NUMBER	QTY	UNIT	DESCRIPTION	ABC per unit	Total Cost (PhP)
	IB-2023- 087	1,209	pc	Supply and Delivery of PCMC Corporate Jacket	1,000.00	1,209,000.00
20.2	The Lowest Calculated Bidder shall submit the following documentary requirements within a non-extendible period of <i>five</i> (5) calendar days from receipt of the notification that contain the following:					
	Latest Income and Business Tax Returns filed and paid through the BIR Electronic Filing (EFPS) within the last three (3) months					
	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. 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. Registration Certificate from the Department of Trade and Industry (DTI) OR Security and Exchange Commission (SEC), whichever may be appropriate under existing laws of the Philippines.					
	4. 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.					
	5. CY 2022 Audited Financial Statements and Income Tax Returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS)Duly notarized Certificate as Principal Manufacturer or Exclusive Distributor/ Authorized Dealer from the Principal Manufacturer					

21.2	No additional contract documents relevant to the Project
	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.
	12. Other appropriate licenses and permits required by law and stated in the Bidding Documents
	11. Consumer guidelines regarding disposal of the supplies (<i>Information about how and where the used/decommissioned products/ packaging/parts can be returned for recycling and/or disposal e.g. buy-back program</i>)
	10. Section V. Special Conditions of the Contract with signature (conforme) on all pages
	9. Section IV. General Conditions of the Contract with signature (conforme) on all pages
	8. Section III. Bid Data Sheet with signature (conforme) on all pages
	7. Section II. Instructions to Bidders with signature (conforme) on all pages
	6. Prototype of the Jacket (one piece of each size)

CONFORME:		
Authorized Signatory Signature over printed name	Contact No:	
Name of Company/Firm		
Company's Official Email Address	_	Company's Official Contact No.



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SECTION IV

General Conditions of Contract

Supply and Delivery of PCMC Corporate Jacket

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

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

6. Liability of the Supplier

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

CONFORME:	
Authorized Signatory	
Signature over printed name	
Contact Number:	
Name of Company/Firm	
Company's Official E-mail Address	Company's Official Contact Number



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SECTION V

Special Conditions of Contract

Supply and Delivery of PCMC Corporate Jacket

Special Conditions of Contract

For Goods supplied from within the Philippines:
Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:
(i) Original and four copies of the Supplier's invoice/delivery receipt showing Goods' description, quantity, unit price, and total amount;
(ii) Four copies of Material Safety Data Sheet for a specified product upon initial delivery
Packaging –
The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit
The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.
The Supplier shall have an established disposal and retrieval program or take back system for their products (items with container) 1 The Supplier shall submit MSDS for a specified product. 2. The product label shall bear the following information: a. Product specifications and ingredients b. Manufacturing and Expiration Dates c. Precautions d. Instructions for proper use and disposition e. Hazardous items shall be properly labeled as a hazardous product (e.g., flammable cytotoxic, radioactive, poison, etc.) 3. The product shall not contain halogenated plastics and PVCs. 4. The product shall be packed in suitable packaging materials which are reusable and recyclable.
Transportation –
Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure. The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination. Intellectual Property Rights -The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof. 2.2 The terms of payment: a. Upon receipt of the Purchase Order (PO), the following must be submitted: • Request Letter for the release of the 15% advance payment b. An advance payment of 15% of the contract price will be released together with the certification and confirmation by the PCMC Uniform Committee that all entitled employees have already done with the fitting. An Irrevocable letter of credit or bank guarantee issued by Universal or Commercial Bank as specified in Annex "D" 4.5 of RA9184 must be submitted on the same day. c. The remaining balance of 85% of the contract price will be released within Thirty to Forty-Five (30-45) working days upon completion/final delivery and acceptance of all corporate jackets in conformity with the designs, specifications, and sizes agreed upon. Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the 3 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. The inspections and tests that will be conducted are: 1) Upon delivery, the Goods shall undergo preliminary physical inspection by the Inspection Team of the PROCURING ENTITY to ascertain the physical condition and acceptability of the 2) If the delivered jackets are found to be defective, the supplier shall undertake to make the necessary repair within fifteen (15) calendar days from the time PCMC makes the request. If found irreparable, the supplier shall undertake to make the necessary replacement within the same number of days.

5	Three (3) months after acceptance by the Procuring Entity of the delivered Goods or after the Goods are consumed, whichever is earlier.
	Winning bidder has to choose the form of retention money required of under R.A 9184 Sec. 62.1
	The said amount shall only be released after the lapse of the warranty period specified in Section VII Technical Specification; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
	1411y 111011

CONFORME:	
Authorized Signatory Signature over printed name	
Contact Number:	
Name of Company/Firm	
Company's Official E-mail Address	Company's Official Contact Number



Republic of the Philippines DEPARTMENT OF HEALTH PHILIPPINE CHILDREN'S MEDICAL CENTER Pids and Awards Committee

Bids and Awards Committee

Quezon Avenue, Quezon City 1100 website: www.pcmc.gov.ph email: pcmcbac@gmail.com Trunkline: 8588-9900 local 361/355 Telefax No.: 8924-0870

SECTION VI

Schedule of Requirements

Supply and Delivery of PCMC Corporate Jacket

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
Supply and Delivery of 1,209 pcs PCMC Corporate Jacket	1,209,000.00	Materials Management Division, G/F PCMC, Quezon Avenue, cor . Agham Road Quezon City	Within Thirty (30) calendar days upon receipt of the Certification on the list of employees with their respective sizes from the PCMC Uniform Committee

DELIVERY AND ACCEPTANCE

> Terms and Conditions stated in the Terms of Reference

CONFORME:	
Authorized Signatory Signature over printed name	
Contact Number:	
Name of Company/Firm	
Company's Official E-mail Address (where notices will be sent)	Company's Official Contact Number



Republic of the Philippines DEPARTMENT OF HEALTH PHILIPPINE CHILDREN'S MEDICAL CENTER Pids and Awards Committee

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SECTION VII

Technical Specifications

Supply and Delivery of PCMC Corporate Jacket

PHILIPPINE CHILDREN'S MEDICAL CENTER

Quezon Avenue, Quezon City

TECHNICAL SPECIFICATIONS

Instruction: Accomplish this form by presenting a clear statement of your offer. Please write the specific, precise and complete statement which complies with the required specifications. **Do not write "comply" or the page numbers of the brochure/data sheet, etc.**

QTY	UNIT	PCMC REQUIREMENT Item Description							BIDDERS'		TO COM QUIREM		THE PCMO	2
1,209	pcs	Sup	ply and Delivery o	rate Jack	et									
		I. SPECIFICATIONS												
		1 Unisex Corporate Reversile Jacket												
		2	SIZES:	Body Length	Chest	Waistline	Shoulder to Shoulder	Sleeve Length	SIZES:	Body Length	Chest	Waistline	Shoulder to Shoulder	Sleeve Length
			2XS	24"	38"	38"	15"	21 ½"						
			XS	25"	39"	38"	15"	24"						
			SMALL	26"	43"	40"	16"	24 ½"						
			MEDIUM	27"	44"	42"	16 ¾"	25"						
			LARGE	28"	46"	44"	18"	25 ½"						
			XL	29"	48"	46"	18 ½"	26"						
			2XL	30"	50"	48"	19 ½"	26 ½"						
			3XL	31"	52"	50"	20"	27"						
			4XL	32"	55"	53"	21"	27 ½"						
			5XL	33"	58"	56"	22"	28"						
			*with allowable do											
		3	Type of Material	l: Polyest	er Visco	se / Micro	fiber							
			a. Body: Lightweight, non-stretch											
			b. Inside:	Good qua	ality of p	adding								
			c. Sleeves are with cuff (with button) same material with the body											
			d. Waterproofing for up to 3,000mm (water columns)											
			e. Other considerations: Non-iron, breathable, hypoallergenic material, sleek regular fit, shrink-free and discoloration-free											
		4	With Collar and Hidden Hood (zippered)											
		5	With secret pockers		h sides (Heavy duty, double slanted									
		6	Color: Dark Blue on one side, Dark Gray on the other side											
		7	Packaging: Indivi	idually pa	acked in	a free hea	vy-duty reu	ısable						
		8	Logo and Conten	nt:										
			a. PCMC Col- (front)	ored Log	30 – 3x3	inches on	the left che	est						
			i. E	Embroide	red logo									
	ii. Adjust height in ratio to length; no distortion iii. Actual design and color will be provided to the winning bidder						ortion							
			b. With the CENTER"					EDICAL						

QTY	UNIT		PCMC REQUIREMENT Item Description	BIDDERS' OFFER TO COMPLY WITH THE PCMC REQUIREMENTS				
1,209	pcs	Sup	ply and Delivery of PCMC Corporate Jacket					
			i. Arial Bold, 1 ½ inches height, White color					
		ii. Embroidered						
		9	Conforme to the Terms of Reference					
		Othe	er Specifications: (please indicate if applicable)					
		BRA	ND (if applicable):					
		MAF	KE / MODEL (if applicable):					

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	TELEPHONE / FAX NO.

PHILIPPINE CHILDREN'S MEDICAL CENTER

Quezon Avenue, Quezon City

TERMS OF REFERENCE (PCMC Corporate Jackets)

I. PROJECT TITLE

Supply and Delivery of Corporate Jackets for the Philippine Children's Medical Center (PCMC) Entitled Employees for 2023

II. RATIONALE

In 2022, due to logistical reasons, PCMC was only able to acquire new uniforms in the latter part of the year. Considering the practicality of the situation, a decision was made not to acquire new uniforms for 2023. Instead, it was opted to procure corporate jackets as part of the hospital uniform, utilizing the employees' clothing allowance. This solution allows PCMC to maintain a professional appearance while being mindful of financial resources.

The procurement of corporate jackets will have several benefits for PCMC and its employees. Firstly, these jackets will exude a professional look, instilling trust and confidence in our various stakeholders. By carrying the PCMC logo, they will emphasize PCMC's identity, values, and dedication to excellence.

Moreover, the corporate jackets will not only improve PCMC's external image but also have a positive impact on the employees' morale and unity. When the employees are dressed in these jackets, it fosters a sense of pride and belonging. This unity creates a stronger work culture and enhances our ability to provide excellent healthcare services to our patients.

III. OBJECTIVES

The project requires the supply and delivery of corporate jackets for the PCMC employees. The procurement shall be in accordance with the Government Procurement Reform Act and its Revised Implementing Rules and Regulations.

IV. PRICE

The approved price for the corporate jacket is ₱ 1,000.00 per entitled employee.

V. TERMS OF PAYMENT

a. A downpayment of 15% of the contract price will be released together with the certification and confirmation by the PCMC Uniform Committee that all entitled employees have already done with the fitting.

The supplier shall submit a request letter to release the 15% downpayment upon receipt of the Purchase Order (PO).

Please note that upon receipt of the 15% downpayment, the supplier must submit the corresponding Bank Guarantee as specified in Annex D 4.5 of RA 9184.

b. The remaining balance of 85% will be released after 30 to 45 working days upon completion/final delivery and acceptance of all corporate jackets in conformity with the designs, specifications, and sizes agreed upon.

VI. FITTING

To ensure a smooth fitting process, the winning bidder shall deliver eight (8) sets of prototypes for each size, from 2XS to 5XL, within seven (7) working days upon receipt of the Notice of Award. These prototypes will be distributed among the following PCMC Uniform Sub-Committees:

Medical/Surgical Sub-Committee: 2 sets

Nursing Services: 2 sets

Allied Medical Services: 2 sets

Administrative Support (Female): 1 set

Administrative Support (Male) and General Services: 1 set

The PCMC Uniform Sub-Committees shall enlist all of their respective staff and their respective sizes. The PCMC Uniform Committee shall collate all lists from the different sub-committees and prepare a Certification (in pdf format) to be provided to the winning bidder via email. The winning bidder shall acknowledge the receipt of the certification.

Upon completion of the fitting period, the winning bidder shall retain one (1) set of the prototype for each size as reference of the PCMC Uniform Committee.

VII. DATE AND MANNER OF DELIVERY

All corporate jackets shall be delivered at PCMC within 30 calendar days upon receipt by the supplier of the certification on the list of employees with their respective sizes from the PCMC Uniform Committee.

VIII. REPAIR/REPLACEMENT

If the delivered jackets are found to be defective, the supplier shall undertake to make the necessary repair within fifteen (15) calendar days from the time PCMC makes the request. If found irreparable, the supplier shall undertake to make the necessary replacement within the same number of days.

IX. WARRANTY

The supplier warrants the availability of the materials, accessories, services, and performance of the supply and delivery within the period specified herein.

X. TAXES

The supplier shall pay any and all taxes, fees, and other charges due or may become due under this contract.

XI. PENALTY

In the event of delayed deliveries, the supplier shall pay PCMC one-tenth (1/10) of one percent (1%) of the total contract amount for each day of delay, excluding weekends and holidays.

In case the supplier fails to deliver the substantial number/units of jackets, the contract may be terminated by PCMC.

XII. OTHER REQUIREMENTS/CONDITIONS (IF ANY)

The design shall be the exclusive property of PCMC. The actual design and color of the jacket is attached as Annex A.

CONFORME:	
Authorized Signatory	Contact No:
Signature over printed name	
Name of Company/Firm	
Company's Official Email Address	Company's Official Contact No.
(where notices will be sent)	



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

Bids and Awards Committee

Quezon Avenue, Quezon City 1100 website: www.pcmc.gov.ph email: pcmcbac@gmail.com Trunkline: 8588-9900 local 361/355 Telefax No.: 8924-0870

SECTION VIII

Checklist of Technical and Financial Documents

Supply and Delivery of PCMC Corporate Jacket

Checklist of Technical and Financial Documents

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

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

1. Valid PhilGEPS Registration 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
 - i. Signed Conforme on the Terms of Reference
- 7. Original duly signed Omnibus Sworn Statement (OSS); and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder. (Use of the Form provided is required)

Financial Documents

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

<u>OR</u>

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

Class "B" Documents

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

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)

- [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 <u>FINANCIAL COMPONENT ENVELOPE</u> (<u>ARRANGED</u>, <u>NUMBERED AND TABBED</u>) [Strictly NO using of staple wire and thick materials for tabs] as enumerated below:

II. FINANCIAL COMPONENT ENVELOPE

- 1. Duly accomplished and signed Financial Bid Form
- 2. Duly accomplished and signed Price Schedule using the form as provided

Note: Bidder <u>shall include</u> the PCMC-issued USB Flash Drive in the <u>Financial</u> <u>Component Envelope (Original Folder)</u> 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

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.

IB-2023-087: Supply and Delivery of PCMC Corporate Jacket

Section VIII. Checklist

CONFORME:

PRICE SCHEDULE

(For Goods Offered from Abroad)

PROCU	URING ENTITY : PHILIPP	INE CHILDRE	NAME OF BIDDER :						
INVITA	ATION TO BID NO. : IB-202	23-087							
1	2	7	8	9	10				
Qty	Item	Description (Brand / Make / Model)	Country of Origin	Manufacturer	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 1 x 6)		Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 1 x 9)
1,209 pcs	Supply and Delivery of PCMC Corporate Jacket								
	ABC = Php 1,209,000.00								
•	Bids will be valid for one hu at any time before the expira	•	TERMS OF PAYMENT (For discounts being offered, if there's any. Otherwise, state "NONE"):						
•	PCMC has the right to reject award the contract to any bid government.	NAME AND SI	IGNATURE OF A	AUTHORIZED RE	EPRESENTATIVE				

PRICE SCHEDULE

(For Goods Offered from within the Philippines)

PROCU	URING ENTITY : PHILIPP	INE CHILDRE	NAME OF BIDDER :								
INVITA	ATION TO BID NO. : IB-202	23-087									
1	2	3	4	5	6	7	8	9	10	11	
Qty	Item	Description (Brand / Make / Model)	Country of Origin	Manufacturer	Unit Price EXW per item	Transportation and all other costs incidental to delivery, per item	sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Price, per unit (col 6+7+8+ 9)	Total Price delivered Final Destination (col 10) x (col 1)	
	Supply and Delivery of PCMC Corporate Jacket										
	ABC = Php 1,209,000.00										
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;								TERMS OF PAYMENT (For discounts being offered, if there's any. Otherwise, state "NONE"):			
•	PCMC has the right to reject contract to any bidder whose	NAME AND SIGNATURE OF AUTHORIZED REPRESENTATIVE									