

epublic of the Philippines DEPARTMENT OF HEALTH PHILIPPINE CHILDREN'S MEDICAL CENTER Bids and Awards Committee

Quezon Avenue, Quezon City 1100 website: <u>www.pcmc.gov.ph</u> email: <u>bac@pcmc.gov.ph</u> Trunkline: 8588-9900 local 361/355 Telefax No.: 8924-0870

SECTION I

Invitation to Bid



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

website: <u>www.pcmc.gov.ph</u> email: <u>officeofthedirector@pcmc.gov.ph</u> Trunk Line: 8588-9900 to 20 Direct Line: 8924-6601

INVITATION TO BID

1. The **Philippine Children's Medical Center (PCMC)** through the **COB CY 2024** intends to apply the sum of **Fifty Million Pesos (Php 50,000,000.00)** 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 No.	Qty	Unit	Item Description	ABC per Unit (Php)	Cost of Bidding Documents
IB- 2024- 051	1	lot	Supply, Delivery, Installation, Testing and Commissioning of One (1) set 500 KVA Industrial Electric Continuous Power Generator and 3200AT Automatic Transfer Switch (ATS)	50,000,000.00	25,000.00

- 2. The Philippine Children's Medical Center (PCMC) now invites bids for the above-mentioned project. Delivery of the Goods is required as stated in Section VI Schedule of Requirements. Bidders should have completed, within the past three (3) 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.
- 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 May 8, 2024** 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 May 16, 2024 at 2:00P.M. through video conferencing via zoom (Meeting ID: 966 0193 1398 Passcode: 426356) which shall be open to prospective bidders.
- Bids must be duly received through manual submission on or before May 28, 2024, 1:30 P.M., Guard-on-Duty, 3rd Floor, Procurement Division Area, PCMC Main Building. Late bids shall not be accepted.

PhilHealth Accredited



- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 9. Bid opening shall be on May 28, 2024, 2:00 P.M. 3rd Floor, Procurement Division Conference Room, PCMC Main Building. Bids will be opened in the presence of the Bidders' representatives who choose to attend at the afore-mentioned venue. In compliance to social distancing and to support the government's effort to mitigate, if not contain the transmission of COVID-19, we will <u>strictly</u> <u>allow only one authorized representative per bidder company</u> to enter the venue during opening of bids. Provided further, that said authorized representative shall follow PCMC's safety protocol by wearingyh face mask as required prior to entering PCMC Premises.
- 10. The Philippine Children's Medical Center (PCMC) reserves the right to reject any and all bids, declare a failure of bidding, or not to award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 11. For further information, please refer to:

Procurement Division 3rd Floor, PCMC Main Building Quezon Avenue cor. Sen. Miriam P. Defensor-Santiago Avenue, Quezon City Trunkline : 8588-9900 local 361 / 355 Fax Number: 8924-0870 Mobile Number: +63-917-842-3248 Email: pemebac@gmail.com

12. You may visit the following websites:

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

May 8, 2024

um FRANCIS S. DELA CUESTA, RN, MAN

Chairperson, Bids & Awards Committee

IB-2024-051

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

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SECTION II

Instructions to Bidders

1. Scope of Bid

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

IB NUMBER	ITEM DESCRIPTION	TOTAL ABC (Php)
IB-2024-051	One (1) Lot Supply, Delivery, Installation, Testing and Commissioning of One (1) set 500 KVA Industrial Electric Continuous Power Generator and 3200AT Automatic Transfer Switch (ATS)	50,000,000.00

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 COB CY 2024 in the amount of Fifty Million Pesos (Php 50,000,000.00).
- 2.2. The source of funding is:b. GOCC and GFIs, the Corporate Operating Budget.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

5.2.

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

- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- c. 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:

b. Subcontracting is not allowed.

8. Pre-Bid Conference

The Philippine Children's Medical Center will hold a Pre-Bid Conference on May 16, 2024 at 2:00P.M. through video conferencing via zoom (Meeting ID: 966 0193 1398 Passcode: 426356) 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 three (3) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille

pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *120 calendar days*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

The Second (2^{nd}) Envelope shall contain the <u>Financial Component</u> accomplished in three (3) sets, each set filed in a folder, including the <u>USB Flash Drive</u>

All copies should be certified as true copy

COLOR CODING OF FOLDERS/ENVELOPES	BLUE
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LABEL ON THE ENVELOPE/S: Name of PROCURING ENTITY Name of CONTRACT TO BE BID IB Number DATE of Bid Opening Name of the Bidder Company Address of the Bidder Company

IDENTIFY THE ENVELOPES:

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

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in 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.



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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SECTION III

Bid Data Sheet

Bid Data Sheet

ITB Clause								
5.3	For this	purp	ose, c	ontracts similar to the Project	shall be:			
	a. Supply, Delivery, Installation, Testing and Commissioning of One (1) set 500 KVA Industrial Electric Continuous Power Generator and 3200AT Automatic Transfer Switch (ATS)							
	b.							
7.1	Subcon	tractii	ng is n	ot allowed.				
12	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.							
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:							
	IB No.	Qty	Unit	Item Description	Total ABC	Bid Security Amount in cash, cashier's/ manager's check, bank draft/ guarantee or irrevocable letter of credit (2% of ABC)	Bid Security Amount in Surety Bond (5% of ABC)	
	IB- 2024- 051	1	lot	Supply, Delivery, Installation, Testing and Commissioning of One (1) set 500 KVA Industrial Electric Continuous Power Generator and 3200AT Automatic Transfer Switch (ATS)	50,000,000.00	1,000,000.00	2,500,000.00	
19.3	Supply, Invitati		•	Installation, Testing and Com	missioning of t	he Project/s per S	Section I.	
20.2	The Lowest Calculated Bidder shall submit the following documentary requirements within a non- extendible period of <i>five (5) calendar days</i> from receipt of the notification that contain the following:							
	1.	Regi	stratio	on Certificate from the Departr	ment of Trade ar	nd Industry (DTI))	
					<u>OR</u>			
			-	and Exchange Commission (ws of the Philippines	SEC), whichev	ver may be appr	ropriate under	
	2. Mayor's/Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located or the equivalent document for Exclusive Economic Zones or Areas							
	3. CY 2023 Audited Financial Statements and Income Tax Returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS)							
	4.			ome and Business Tax Retur PS) within the last three (3) m		id through the E	BIR Electronic	
	Filing (EFPS) within the last three (3) months5. 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.							
			ts of t	- · ·		prior to bid oper	ning.	

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	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.
	6. Valid Philippine Contractor's Accreditation Board (PCAB) License and registration:
	• with at least the classification for General Engineering Category B, with specialties on Electrical Work size range medium A and Electro Mechanical Work
	7. Valid and updated ISO certification at least ISO 9001-2015 and ISO 14001-2015 or equivalent showing that the contractor and the manufacturer complies with international standards on product quality on manufacturing, management and services
	8. Duly notarized Certificate from Principal Manufacturer/ Distributor that the brand has been present for at least five (5) years in the local/ international market and model being bided is currently in use in the local/international market with at least two (2) installations in the Philippines, preferably within NCR area (Please specify and submit supporting documents)
	9. Certificate from the Principal Manufacturer duly notarized from country of origin:
	i. GENERATOR SET MANUFACTURER CONSULAR PAPERS
	Certificate of Manufacturer showing that the contractor, if not the manufacturer, is authorized to market and distribute the product;
	 Certificate of Distributorship showing that the contractor is authorized to distribute the product in the Philippines;
	Certificate of Product Origin showing the place of origin and authenticity of the product;
	Certificate of Factory Coupling with 60 days fresh from Manufacturing- showing the quality assurance guarantee that the product is brand-new and state-of-the-art technology;
	 Certificate of Manufacturer Service Center in the Philippines showing that the contractor, if not the manufacturer, shall provide utmost after sales services, including warranty claims;
	 Certificate/License of Original Equipment Manufacturer (OEM) from Manufacturer of Engine, and (OEM) from Manufacturer of Generator Set Controller.
	ii. CABLE WIRE MANUFACTURER CONSULAR PAPERS
	Certificate of Manufacturer showing that the contractor, if not the manufacturer, is authorized to market and distribute the product;
	 Certificate of Distributorship showing that the contractor is authorized to distribute the product in the Philippines;
	Certificate of Product Origin showing the place of origin and authenticity of the product
	 iii. All the terms and conditions stated in the bidding documents per IRR of RA 9184 and corresponding contract for the project shall be honored by the Principal Manufacturer, including in the event that a change of dealership will occur during the duration of the contract up to the warranty and preventive maintenance period;
	iv. The expected useful life of the equipment under normal use (indicate normal capacity, i.e. number of patients, operating hours, other considerations);

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	v. Guarantee on availability of all spare parts, accessories and consumables at least for the next five (5) years from testing, commissioning, acceptance and delivery;
	vi. That it has competence in handling and providing technical support as well as maintenance of the equipment being offered; and
	vii. Consumer guidelines regarding disposal of the equipment (Information about how and where the used and decommissioned products/ parts can be returned for recycling and/ or disposal (e.g. buy-back program of the product after end of useful life).
	10. Duly notarized Certificate from Bidder:
	i. That parts, accessories and consumables are readily available at the authorized Philippine service center/s for a period of five (5) years after the warranty period;
	ii. That it has available competent in-house technical specialists in handling and providing technical support as well as maintenance of the equipment being offered;
	iii. That it will conduct training for proper operation and maintenance to end-users of the equipment upon delivery; and
	iv. That it will provide replacement/back-up unit while the delivered unit is being repaired.
	11. The Recurring and Maintenance Costs (use of Form DOBA – PCMC – RMF8 is required)
	12. List of Consumables (PARTS/ACCESSORIES/SUPPLIES) [use of Form DOBA – PCMC – LCF9 is required]
	13. Section II. Instructions to Bidders with signature (conforme) on all pages
	14. Section III. Bid Data Sheet with signature (conforme) on all pages
	15. Section IV. General Conditions of the Contract with signature (conforme) on all pages
	16. Section V. Special Conditions of the Contract with signature (conforme) on all pages
	Failure of the Bidder declared as LCB to duly submit the requirements stated above or a finding against the veracity of such shall be ground for forfeiture of the bid security and disqualify the Bidder for award.
21.2	No additional contract documents relevant to the Project
	1

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 IV

General Conditions of Contract

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.



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SECTION V

Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	Delivery and Documents –
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:
	For Goods Supplied from Abroad "The delivery terms applicable to the Contract are DDP delivered to PCMC. In accordance with INCOTERMS."
	For Goods Supplied from Within the Philippines, "The delivery terms applicable to this Contract are delivered to PCMC. Risk and title will pass from the Supplier to PCMC upon receipt and final acceptance of the Goods at their final destination."
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	The details of shipping and/or other documents to be furnished by the Supplier are as follows:
	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 copy of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
	 (ii) Original copy of the Manufacturer's and/or Supplier's warranty certificate on parts and services, including accessories starting from final acceptance;
	(iii) Original copy of Certification of Availability of Replacement/ Back-up unit while the provided unit/s is/are being repaired.
	(iv) Original copy of Certificate of Calibration, Testing and Adjustment
	(v) Original copy of certificate of preventive maintenance during the warranty period.
	(vi) Original copy of certificate of attendance on conducted training to end-users and Engineering Personnel for proper operation and maintenance of the equipment.
	(vii) Original and two (2) copies in English Language:
	a. Operation and Instruction Manual
	b. Service and Instruction Manual
	c. Wiring and Schematic Diagrams
	d. Parts Listing
	(viii) Original Copy of Certification as locally manufactured
	For Goods supplied from abroad:
	Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company by cable the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents as applicable with the documentary requirements of any letter of credit issued taking precedence:

. ,	Driginal copy of the Supplier's invoice showing Goods' description, quantity, unit price, and otal amount;
	Driginal copy of the Manufacturer's and/or Supplier's warranty certificate on parts and ervices, including accessories starting from final acceptance
	riginal copy of Certification of Availability of Replacement/ Back-up unit while the rovided unit/s is/are being repaired.
(v) C	Driginal copy of Certificate of Calibration, Testing and Adjustment
(vi) C	Driginal copy of certificate of preventive maintenance during the warranty period.
	Driginal copy of certificate of attendance on conducted training to end-users and Engineering Personnel for proper operation and maintenance of the equipment.
(viii) (Original and two (2) copies of:
	a. Operation and Instruction Manual
	b. Service and Instruction Manual
	c. Wiring and Schematic Diagrams
	d. Parts Listing
(ix) C	Copy of Proof of Payment of Import Duties from Bureau of Customs / Bill of Lading
1 1	oses of this Clause the Procuring Entity's Representative at the Project Site is the Materials and nent Division
Incident	tal Services –
· ·	plier is required to provide all of the following services, including additional services, if any, I in Section VI. Schedule of Requirements:
Select ap	opropriate requirements and delete the rest.
1.	performance or supervision of on-site assembly and/or start-up of the supplied Goods;
2.	furnishing of tools required for assembly and/or maintenance of the supplied Goods;
3.	furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
4.	performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
5.	training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
1	
6.	To provide and guarantee the highest quality of workmanship. All works must strictly comply with the standard, approved plans, scope of works and technical specifications provided for by PCMC. Not acceptable works shall be corrected without cost to PCMC
6.	comply with the standard, approved plans, scope of works and technical specifications
6.	comply with the standard, approved plans, scope of works and technical specifications provided for by PCMC. Not acceptable works shall be corrected without cost to PCMC
6.	 comply with the standard, approved plans, scope of works and technical specifications provided for by PCMC. Not acceptable works shall be corrected without cost to PCMC a. To provide the following at his own accounts/expense: b. All necessary permits and other documents required before the commencement of
6.	 comply with the standard, approved plans, scope of works and technical specifications provided for by PCMC. Not acceptable works shall be corrected without cost to PCMC a. To provide the following at his own accounts/expense: b. All necessary permits and other documents required before the commencement of work; c. Suitable Staging, temporary office at specified location inside the PCMC grounds
6.	 comply with the standard, approved plans, scope of works and technical specifications provided for by PCMC. Not acceptable works shall be corrected without cost to PCMC a. To provide the following at his own accounts/expense: b. All necessary permits and other documents required before the commencement of work; c. Suitable Staging, temporary office at specified location inside the PCMC grounds for his workers; d. Suitable and approved fences/barricades around the project working area to
6.	 comply with the standard, approved plans, scope of works and technical specifications provided for by PCMC. Not acceptable works shall be corrected without cost to PCMC a. To provide the following at his own accounts/expense: b. All necessary permits and other documents required before the commencement of work; c. Suitable Staging, temporary office at specified location inside the PCMC grounds for his workers; d. Suitable and approved fences/barricades around the project working area to safeguard his workers and the public against accidents; e. Proper PPE, uniform and first aid kits for his workers while inside PCMC

7. To provide at least four (4) key personnel and a licensed engineer that will constantly coordinate with PCMC authorized representative to decide on normal and critical condition during the construction phase. There should be a weekly meeting (or more often when necessary) for both parties to discuss the progress and other matters related to the project;
8. To seek approval, at all times, from PCMC representative and the Brain Center Contractor regarding the tapping of electrical line from ATS power supply to the main power breaker of this Brain Center building;
9. To submit complete sets of as-built plan signed and sealed requirement for the release of final payment;
 To submit detailed shop drawings, detailed estimate and adjusted work schedule in any additional works, change order/variation order. Shop drawing shall be signed and sealed. Implementation shall be subject to verification and recommendation of Engineering Section and shall be approved by PCMC;
a. To comply with PCMC standard operating procedures, policies and regulations, such as but not limited to:
 b. All deliveries of materials must pass through PCMC Property and Supply Section- Receiving area, duly supported by a delivery receipt/sales invoice. PCMC Engineering shall check conformity with specifications before acceptance;
c. All tools and equipment to be brought in must pass through PCMC security office for issuance of entry pass. Pullout of tools and equipment must be with corresponding gate pass issued by the Property and Supply Section;
d. Tools and materials must be delivered 100% to finish the project as per plans and specifications. All excess scrap materials will automatically become the property of PCMC;
e. Safekeeping and safeguarding of tools, equipment and materials shall be the accountability of the Contractor;
f. Avoid any act/s that will cause disruption of hospital operation. The contractor shall be held liable for all damages incurred during construction, including restoration of damages and losses of PCMC;
g. Entry and exit of workers are subject for inspection by PCMC guard;
h. Secure work permit from the Engineering Section before the commencement of work;
i. Policies and regulations reflected on approved work permit shall be strictly complied at all times.
The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
Spare Parts –
The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
Select appropriate requirements and delete the rest.
a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; andb. in the event of termination of production of the spare parts:
i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints,

drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for at least for the next five (5) years from testing, commissioning, acceptance and delivery;

Spare parts or components shall be supplied as promptly as possible, but in any case for a period of five (5) years after the warranty period;

Packaging -

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

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

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

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

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

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.
	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 shall be as follows : To submit complete sets of as-built plan signed and sealed requirement for the release of final payment
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	The inspections and tests that will be conducted are:
	 Upon delivery, the Goods shall undergo preliminary physical inspection by the Inspection Team of the PROCURING ENTITY to ascertain the physical condition and acceptability of the Goods.
	2) The supplier shall promptly replace the equivalent quantity of Goods taken as samples without cost to the PROCURING ENTITY.
5	Three (3) months after acceptance by the Procuring Entity of the delivered Goods or after the Goods are consumed, whichever is earlier.
	The obligation of the winning bidder for the warranty shall be covered by retention money required of under RA 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.

CONFORME:

 Authorized Signatory
 Contact No:

 Signature over printed name
 Image: 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: <u>www.pcmc.gov.ph</u> email: pcmcbac@gmail.com Trunkline: 8588-9900 local 361/355 Telefax No.: 8924-0870

SECTION VI

Schedule of Requirements

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

IB No.	Qty	Unit	Item Description	ABC per Unit (Php)
IB-2024-051	1	lot	Supply, Delivery, Installation, Testing and Commissioning of One (1) set 500 KVA Industrial Electric Continuous Power Generator and 3200AT Automatic Transfer Switch (ATS)	50,000,000.00

Delivery Site	PCMC Requirement DELIVERY PERIOD	Bidder's Offer (within the acceptable period)
Materials and Management Division G/F PCMC, Quezon Avenue, cor. Agham Road Quezon City	One Hundred Twenty (120) calendar days upon receipt of Purchase Order/Notice to Proceed	

DELIVERY AND ACCEPTANCE

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

NAME OF COMPANY

ADDRESS

SIGNATURE OVER PRINTED NAME OF AUTHORIZED REPRESENTATIVE

TELEPHONE / FAX



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

SECTION VII

Technical Specifications

INSTRUCTION:

FILL-OUT this form by including a **CONCISE DESCRIPTION** of your offer. Please write <u>the SPECIFIC</u>, <u>PRECISE and COMPLETE</u> statement which conforms with the required specifications.

DO NOT write "<u>COMPLY</u>" OR **DO NOT** write <u>page numbers</u> of the brochure/data sheet, etc.



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

SECTION VIII

Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

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

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

- 2. Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid. (Use of Form No. DOBA-PCMC-SCF3b is required)
- 3. Single Largest Completed Contract (SLCC) similar to the contract to be bid (*Refer to BDS ITB Clause 5.3*), except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 Revised IRR of RA No. 9184, within three (3) 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 the 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. Certification of Availability of demo unit (use of Form No. DOBA-PCMC-DUF11 is required)
 - ii. Signed conforme on the attached Engineering Clearance
 - iii. Affidavit of Site Inspection [use of Form No. DOBA-PCMC- SIF22 is required]

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

Financial Documents

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

<u>OR</u>

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

Class "B" Documents

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

<u>OR</u>

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

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

- i. [For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product
- ii. Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity

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

I. FINANCIAL COMPONENT ENVELOPE

1. Duly accomplished and signed Financial Bid Form

- 2. Duly accomplished and signed Price schedule (use applicable forms)
 - i. Use the form *"For Goods offered from within the Philippines"* if bidder is offering goods from within the Philippines.
 - Section VII.Technical Specifi

ii. Use the form "For Goods offered from abroad" if bidder is offering goods from Abroad.

Note: Bidder shall include the PCMC-issued USB Flash Drive in the Financial Component Envelope (Original Folder) containing the FOLLOWING:

- a. Soft copy of their accomplished **Technical Specifications and 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

Name of Company/Firm

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

Contact No:

Company's Official Contact No.

PRICE SCHEDULE

PRO	CURING ENTITY : PHILIPPIN	E CHILDREN	NAME OF BIDDER :						
INVI	TATION TO BID NO. : IB-2024-0	51							
1	2	3	4	5	6	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 Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 1 x 9)
Insta of Oi Elect	(1) Lot Supply, Delivery, Illation, Testing and Commissioning ne (1) set 500 KVA Industrial tric Continuous Power Generator 3200AT Automatic Transfer Switch S) ABC = Php 50,000,000.00								
1 unit	500 KVA Industrial Electric Continuous Power Generator								
1 unit	3200AT Automatic Transfer Switch (ATS)								
Duly accomplished Detailed Estimates Form as Annex A, <u>including a summary sheet</u> indicating the unit prices of construction materials, labor rates and equipment rentals used in coming up with the bid									
• 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;							PAYMENT eing offered, if the	ere's any. Otherw	ise, state ''NONE''):
•	PCMC has the right to reject any formality and award the contract advantageous to the government.		NAME AND S	IGNATURE OF A	AUTHORIZED RE	EPRESENTATIVE			

NOTE:

BID SHOULD BE PRICE PER LOT. However, we will appreciate if you could also include the costs per unit and the detailed estimates for our future reference.

DETAILED ESTIMATE FORM

- **Project:** One (1) Lot Supply, Delivery, Installation, Testing and Commissioning of One (1) set 500 KVA Industrial Electric Continuous Power Generator and 3200AT Automatic Transfer Switch (ATS)
- Location: Philippine Children's Medical Center, Agham Road corner Quezon Avenue Quezon City
- **Owner:** Philippine Children's Medical Center

Bidder:

Date:

WORK DESCRIPTION					
NO	SUB-WORK DESCRIPTIO	QTY	UNIT		
Α	M A	TERIALS			
Item No.	Description	Qty	Unit	Unit Cost	Total Amount
В		LABOR			
Item No.	Description	Qty	Unit	Unit Cost	Total Amount

С	TOOLS & EQU	J I P M E N T			
Item No.	Description	Qty	Unit	Unit Cost	Total Amount
	I. TOTAL DIRECT COST		$\mathbf{A} + \mathbf{B} + \mathbf{C} =$		
	II. TOTAL INDIRECT COST	00	CM	%	
		PRO	FIT	%	
		VA	T	%	
	TOTAL COST (I.	TOTAL DIRECT	+ TOTAL IN	DIRECT COST)	
		QTY Sub-Work)			
	GRAND TOTA	AL			

PRICE SCHEDULE

PROCU	URING ENTITY : PHILIPPINI	E CHILDREN	NAME OF BIDDER :							
INVITA	ATION TO BID NO. : IB-2024-05	51								
1	2	3	4	5	6	7	8	9	10	11
Qty	Item	Unit Price EXW 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)			
One (1) Lot Supply, Delivery, Installation, Testing and Commissioning of One (1) set 500 KVA Industrial Electric Continuous Power Generator and 3200AT Automatic Transfer Switch (ATS) ABC = Php 50,000,000.00										
1 unit	500 KVA Industrial Electric Continuous Power Generator									
1 unit	3200AT Automatic Transfer Switch (ATS)									
•	ccomplished Detailed Estimates Forn struction materials, labor rates and e	·	-		•					
• 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 (For discounts)	PAYMENT being offered, if	there's any. Otl	herwise, state	
•	PCMC has the right to reject any of formality and award the contract to advantageous to the government.		NAME A	ND SIGNATURI	E OF AUTHOR	IZED REPRESE	ENTATIVE			

NOTE:

BID SHOULD BE PRICE PER LOT. However, we will appreciate if you could also include the costs per unit and the detailed estimates for our future reference.

DETAILED ESTIMATE FORM

- **Project:** One (1) Lot Supply, Delivery, Installation, Testing and Commissioning of One (1) set 500 KVA Industrial Electric Continuous Power Generator and 3200AT Automatic Transfer Switch (ATS)
- **Location:** Philippine Children's Medical Center, Agham Road corner Quezon Avenue Quezon City
- **Owner:** Philippine Children's Medical Center

Bidder:

Date:

WORK DESCRIPTION					
NO	SUB-WORK DESCRIPTIO	QTY	UNIT		
Α	M A	TERIALS			
Item No.	Description	Qty	Unit	Unit Cost	Total Amount
В		L A B O R			
Item No.	Description	Qty	Unit	Unit Cost	Total Amount

С	TOOLS & EQU	J I P M E N T			
Item No.	Description	Qty	Unit	Unit Cost	Total Amount
	I. TOTAL DIRECT COST		$\mathbf{A} + \mathbf{B} + \mathbf{C} =$		
	II. TOTAL INDIRECT COST	00	CM	%	
		PRO	FIT	%	
		VA	T	%	
	TOTAL COST (I.	TOTAL DIRECT	+ TOTAL IN	DIRECT COST)	
		QTY Sub-Work)			
	GRAND TOTA	AL			

PHILIPPINE CHILDREN'S MEDICAL CENTER Quezon Avenue, Quezon City

SECTION VII: TECHNICAL SPECIFICATIONS IB-2024-051

Instruction:

- 1. **FILL-OUT** this form by including a **CONCISE DESCRIPTION** of your offer. Please write the SPECIFIC, PRECISE and COMPLETE statement which conforms with the required specifications.
- 2. DO NOT write "COMPLY" OR DO NOT write page numbers of the brochure/data sheet, etc.

			PCMC REQUIREMENT	BIDDER'S OFFER TO COMPLY WITH THE							
QTY	UNIT		Item Description	REQUIREMENTS							
One	One (1) Lot Supply, Delivery, Installation, Testing and Commissioning of One (1) set 500 KVA Industrial Electric Continuous Power Generator and 3200AT Automatic Transfer Switch (ATS)										
1	unit		KVA Industrial Electric Continuous Power nerator								
		A. I	Main Equipment								
		а	Equipped with brand new alternators; four (4) Poles 24VDC Battery, brushless type, self- exciting, self-regulating with class H insulation								
		b	Continuous duty cycle								
		с	Air cooling								
		d	Electronic governor								
		e	Upgradable controller								
		f	Low sound level of not more than 75 decibels at seven (7) meters								
		g	Silent Canopy containerized type								
		h	At least six (6) cylinders, four (4) cycle diesel engine, in-line, four (4) stroke generating set								
		i	Power output								
		j	Voltage output ratings: 400VAC line to line, 230VAC line to Neutral, 3 phase, 60Hz, 500KVA								
		k	Provide unit's safety power breaker								
		1	Mechanical parts should be of heavy duty durable type								
		m	Equipment should be maintainable and serviceable								
		n	Should provide circuit breakers								
		0	Should provide as built plans								
		B. <i>A</i>	Accessories:								
		a	Rechargeable Automotive Battery 8D								
		b	Separate on-line charger unit for 24VDC Battery								

			PCMC REQUIREMENT	BIDDER'S OFFER TO COMPLY WITH THE			
QTY	UNIT		Item Description	REQUIREMENTS			
		с	Diesel fuel day tank with loading pump, 2500 liters minimum capacity				
		C. (Consumables:				
		a	Provide at least 2,500 liters Diesel Fuel				
		D. V	Warranty:				
		>	With at least three (3) years warranty on services, parts, accessories and software				
		>	With semi-annual preventive maintenance or standard maintenance provided by manufacturer's manual				
		BR	AND:				
		мо	DDEL:				
1	unit	320	0AT Automatic Transfer Switch (ATS)				
		A. N	Main Equipment				
		а	Automatic transfer switch, with ampere trip (AT) rating of three thousand two hundred (3200) in NEMA1, powder coated two-door cabinet, with ATS on first door and on second door are the three pole color-coded RYBN extended bus bars with complete lugs and spare holes. With copper terminal blocks with lugs for grounding connection. Blank front covers shall be supplied with hinges				
		b	With mechanical interlock				
		с	Air Circuit Breaker type				
		d	ATS integration with the GENSET System				
			Key Features:				
			Protection disabled feature				
			KW overload protection				
			Load switching (load shedding)				
			Independent earth fault trip				
			Remote SCADA monitoring				
			Fully configurable via configuration PC Software				
			Output monitoring/recording devices should be installed at load side of ATS to monitor: KW, KVA, V, A, Hz, etc. and generates energy report with automated and customized format in excel form approved by PCMC				
		L	User RS 485 cable communications				
			USB and/or WIFI connectivity				
			Back up in real time clock				

			PCMC REQUIREMENT	BIDDER'S OFFER TO COMPLY WITH THE
QTY	UNIT		Item Description	REQUIREMENTS
			Can automatically transfer load between the main power and the emergency power (generating set) with or without operator. When the main power fails or voltage drops below 80% of normal voltage, the ATS will start the emergency power generating set after a preset time of 0 to 10 seconds, preferred is 7 seconds to energize and transfer to emergency power generating set. Contrary, when the main power recovers normal, the ATS will transfer the load from the emergency power to main power, and then stop the emergency power after the preset cooling down time preferred is 3 minutes to stop and standby mode	
			Laptop with licensed software, latest edition, for real-time monitoring/recording output at Genset tender area, with hub for intranet connection thru PCMC personnel Brand (laptop):	
			Model (laptop):	
		e	Mechanical parts should be of heavy duty durable type	
		f	Equipment should be maintainable and serviceable	
		g	Should provide circuit breakers	
		h	Should provide as built plans	
		B. V	Warranty:	
		>	With at least three (3) years warranty on services, parts, accessories and software	
		>	With semi-annual preventive maintenance or standard maintenance provided by manufacturer's manual	
		BR	AND:	
		MO	DEL:	
		Oth	er Specifications: (please indicate if applicable)	
		Ī	1	

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

EMAIL ADDRESS

AUTHORIZED REPRESENTATIVE'S INFOS:

Signature over Printed Name

Email Address

TEL. NO. / FAX NO.

Mobile No.

Designation/Position

Technical Specifications (1 lot GEN SET and ATS) [IB-2024-051]

PHILIPPINE CHILDREN'S MEDICAL CENTER Quezon Avenue, Quezon City

TERMS OF REFERENCE

I. SCOPE OF WORKS

1. CIVIL WORKS

- a. Supply of labor and materials for the construction of one (1) unit GENSET foundation, including feeder line installation:
 - i. Excavation
 - ii. Backfilling
 - iii. Concreting
 - iv. Pipe Laying
- b. Provision of room for ATS, Genset, and for Genset Tender, with proper ventilation:
 - i. 36 m2 minimum elevated above natural ground floor area
 - ii. Roof Slab for ATS
 - iii. Concrete wall and wire fence with door/s
 - iv. Electrical trench

2. ELECTRICAL WORKS

Supply and installation of the following:

- a. Thermoplastic High Heat-resistant Nylon (THHN) coated copper wires from Electric power generator (Genset) with rated capacity to Automatic Transfer Switch (ATS) or approved equal
- b. Thermoplastic High Heat-resistant Nylon (THHN) coated copper wires from Automatic Transfer Switch (ATS) line side normal to MCCB of Meralco service entrance or approved equal
- c. Thermoplastic High Heat-resistant Nylon (THHN) coated copper wires from Automatic Transfer Switch (ATS) load side to Brain Center Building circuit breaker or approved equal
- d. Thermoplastic High Heat-resistant Nylon (THHN) coated copper wires from Automatic Transfer Switch (ATS) load side to 8th Storey building circuit breaker or approved equal
- e. Seamless terminal lugs for both sides of connections
- f. Control cables for Automatic Transfer Switch (ATS) in individual conduits
- g. Fully automatic fast charger unit, connected at the load side of ATS to maintain always the battery charge at its peak and ready
- h. Terminal blocks connectors for Neutral line and Grounding line, grounding rods, and three phase live wires, a five (5)-wire system complete with its accessories

3. PERMITS

Contractor shall facilitate the following permits at its own expense:

- a. Mechanical Permit to Install
- b. Electrical Permit
- c. Permit to Operate (QC-LGU)
- d. Permit to Operate (EMB) for GENSET & Fuel Tank

4. TESTING AND COMMISSIONING

Contractor shall conduct the following testing, at its own expense, witnessed by PCMC authorized representative:

- a. Load bank testing at least 3 hours Brain Center & 8th Storey Buildings
- b. Fuel day tank and fuel supply pipeline leak testing

5. WARRANTY

Contractor must provide three (3) years manufacturer's warranty and workmanship warranty from date of acceptance:

- a. Preventive Maintenance, for semi-annual or standard maintenance provided by manufacturer's manual
- b. The bidder shall provide official report to the Engineering Section, the scope of corrective and preventive maintenance done

II. ELIGIBILITY AND TECHNICAL REQUIREMENTS

1. BASIC

The eligibility and technical requirements for the Supply, Delivery and Installation, Testing & Commissioning of GENSET shall comply with RA 9184 and implementing rules and regulations

2. LICENSE

The contractor shall have a PCAB license with at least the classification for General Engineering Category B, with specialties on Electrical Work size range medium A, and Electro Mechanical Work

3. REQUIRED CERTIFICATES

To prevent sub-standard, low quality and unregistered products, the contractor shall submit original copies of notarized certificates for Generator set and Wire manufacturer during the post-qualification process of the following:

a. GENERATOR SET MANUFACTURER CONSULAR PAPERS:

i. Certificate of Manufacturer showing that the contractor, if not the manufacturer, is authorized to market and distribute the product

- ii. Certificate of Distributorship showing that the contractor is authorized to distribute the product in the Philippines
- iii. Certificate of Product Origin showing the place of origin and authenticity of the product
- iv. Certificate of Factory Coupling with 60 days fresh from Manufacturing- showing the quality assurance guarantee that the product is brand-new and state-of-the-art technology
- v. Certificate of Manufacturer Service Center in the Philippines showing that the contractor, if not the manufacturer, shall provide utmost after sales services, including warranty claims
- vi. ISO certification at least ISO 9001-2015 and ISO 14001-2015 or equivalent showing that the contractor and/or the manufacturer complies with international standards on product quality on manufacturing, management and services
- vii. Certificate/License of Original Equipment Manufacturer (OEM) from Manufacturer of Engine, and (OEM) from Manufacturer of Generator Set Controller

b. CABLE WIRE MANUFACTURER CONSULAR PAPERS:

- i. Certificate of Manufacturer showing that the contractor, if not the manufacturer, is authorized to market and distribute the product
- ii. Certificate of Distributorship showing that the contractor is authorized to distribute the product in the Philippines
- iii. Certificate of Product Origin showing the place of origin and authenticity of the product
- iv. Updated ISO certification at least ISO 9001-2015 and ISO 14001-2015 or equivalent showing that the contractor and/or the manufacturer complies with international standards on product quality on manufacturing, management and services
- v. In the case of foreign contractors / supplier, all the above documents should be authenticated at the Philippine Consular Office in their country of origin

c. EXPERIENCE

The contractor shall have at least two (2) completed projects of the same nature from any Philippine Government or private entity.

III. APPROVED BUDGET COST

The total Approved Budget Cost for the Project is Fifty Million Pesos (Php 50,000,000).

IV. PROJECT DURATION

Contract completion, until commissioning and testing within One Hundred twenty (120) calendar days from the date of issuance of Notice to Proceed.

V. GOVERNING APPLICABLE LAWS

All works shall comply with the following applicable laws:

1. RA 184 – Electrical Code of the Philippines and its Implementing Rules and Regulations

- 2. RA 8749 Philippine Clean Air Act of 1999 and its Implementing Rules and Regulations
- 3. PD 1586 Environmental Impact Statement (EIS) of 1978 and its Implementing Rules and Regulations
- 4. Philippine Green Building Code

VI. IMPLEMENTATION REQUIREMENT

- 1. Contractor shall seek written approval at all times from PCMC before any installation/work begins
- 2. No installation shall be done by the contractor unless shop drawing was approved in writing by PCMC
- 3. Technical queries will be submitted to PCMC for review and action

VII. OBLIGATION OF THE CONTRACTOR

- 1. To comply with all the requirements as set forth in the PCMC bidding documents as provided for on RA 9184 and its IRR and other applicable rules and regulations related to the project
- 2. To conduct site inspection before participating the bidding to consider all conditions that may directly or indirectly affect the implementation of the project, including verification of measurements and site dimensions of the project
- 3. To provide and guarantee the highest quality of workmanship. All works must strictly comply with the standard, approved plans, scope of works and technical specifications provided for by PCMC. Not acceptable works shall be corrected without cost to PCMC
- 4. To provide the following at his own accounts/expense:
 - a. All necessary permits and other documents required before the commencement of work
 - b. Suitable Staging, temporary office at specified location inside the PCMC grounds for his workers
 - c. Suitable and approved fences/barricades around the project working area to safeguard his workers and the public against accidents
 - d. Proper PPE, uniform and first aid kits for his workers while inside PCMC premises;
 - e. Records and logbooks for daily attendance of its workers and activities;
 - f. Actual Hands on Training/Seminar of Generator Sets.
- 5. To provide at least four (4) key personnel and a licensed engineer that will constantly coordinate with PCMC authorized representative to decide on normal and critical condition during the construction phase. There should be a weekly meeting (or more often when necessary) for both parties to discuss the progress and other matters related to the project
- 6. To seek approval, at all times, from PCMC representative and the Brain Center Contractor regarding the tapping of electrical line from ATS power supply to the main power breaker of this Brain Center building
- 7. To submit complete sets of as-built plan signed and sealed requirement for the release of final payment
- 8. To submit detailed shop drawings, detailed estimate and adjusted work schedule in any additional works, change order/variation order. Shop drawing shall be signed and sealed.
- 9. Implementation shall be subject to verification and recommendation of Engineering Section and shall be approved by PCMC
- 10. To comply with PCMC standard operating procedures, policies and regulations, such as but not limited to:

- a. All deliveries of materials must pass through PCMC Property and Supply Section-Receiving area, duly supported by a delivery receipt/sales invoice. PCMC Engineering shall check conformity with specifications before acceptance
- b. All tools and equipment to be brought in must pass through PCMC security office for issuance of entry pass. Pullout of tools and equipment must be with corresponding gate pass issued by the Property and Supply Section
- c. Tools and materials must be delivered 100% to finish the project as per plans and specifications. All excess scrap materials will automatically become the property of PCMC
- d. Safekeeping and safeguarding of tools, equipment and materials shall be the accountability of the Contractor
- e. Avoid any act/s that will cause disruption of hospital operation. The contractor shall be held liable for all damages incurred during construction, including restoration of damages and losses of PCMC
- f. Entry and exit of workers are subject for inspection by PCMC guard
- g. Secure work permit from the Engineering Section before the commencement of work
- h. Policies and regulations reflected on approved work permit shall be strictly complied at all times.

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.