

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

Twelve (12) Months Provision of Operation and Maintenance (O&M) Services for the PCMC Sequential Batch Reactor (SBR) Wastewater Treatment Facility with Secondary Treatment and Tertiary Systems



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 2024 intends to apply the sum of Two Million Five Hundred Twenty Thousand Pesos (Php 2,520,000.00) 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-2024- 064	12	month	Provision of Operation and Maintenance (O&M) Services for the PCMC Sequential Batch Reactor (SBR) Wastewater Treatment Facility with Secondary Treatment and Tertiary Systems	210,000.00	2,520,000.00	5,000.00

- 2. The Philippine Children's Medical Center (PCMC) now invites bids for the above-mentioned project. Completion of the Project is required within a period of one (1) year. Bidders should have completed, within the last 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, otherwise known as the "Government Procurement Reform Act".
 - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
- 4. Prospective Bidders may obtain further information from PCMC and inspect the Bidding Documents at the address given below during office hours.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on **July 31**, **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.

PhilHealth Accredited





Management System ISO 9001:2015 ISO 14001:2015 ISO 45001:2018 www.tuv.com ID 9105075954



- 6. The Philippine Children's Medical Center will hold a Pre-Bid Conference on August 8, 2024, at 10:00 AM through video conferencing via Zoom (Meeting ID: 933 9057 6603 Passcode: 2024064) which shall be open to prospective bidders.
- Bids must be duly received through manual submission on or before August 20, 2024,
 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 August 20, 2024, 2:00 PM 3rd Floor, Procurement Division Area PCMC Main Building. Bids will be opened in the presence of the Bidders' representatives who choose to attend at the aforementioned venue. In compliance to social distancing and to support the government's effort to mitigate, if not contain transmission of COVID -19, we will strictly allow only one authorized representative per bidder company to enter the venue during opening of bids. Provided further, that said authorized representative shall follow PCMC's safety protocol by wearing 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, PCMC Main Building

Quezon Avenue, cor. Sen. Miriam P. Defensor-Santiago Avenue,

Quezon City

Trunk line: 8588-9900 Loc 1331 / 1332

Fax Number: 8924-0870

Mobile Number: +63917-8423248 Email: <u>pcmcbac@gmail.com</u>

12. You may visit the following websites:

For downloading of Bidding Document : $\underline{www.pcmc.gov.ph}$

www.philgeps.gov.ph

July 31, 2024

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

IB 2024-064

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Quezon Avenue, Quezon City 1100 website: www.pcmc.gov.ph email: bac@pcmc.gov.ph Trunkline: 588-9900 local 361/355 Telefax No.: 924-0870

SECTION II

Instructions to Bidders

Twelve (12) Months Provision of Operation and Maintenance (O&M) Services for the PCMC Sequential Batch Reactor (SBR) Wastewater Treatment Facility with Secondary Treatment and Tertiary Systems

1. Scope of Bid

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

IB NUMBER	ITEM DESCRIPTION	ABC per unit	TOTAL ABC (Php)
IB-2024-063	Twelve (12) Months Provision of Operation and Maintenance (O&M) Services for the PCMC Sequential Batch Reactor (SBR) Wastewater Treatment Facility with Secondary Treatment and Tertiary Systems	210,000.00	2,520,000.00

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 CY 2024 in the amount of Two Million Five Hundred Twenty Thousand Pesos (Php 2,520,000.00).
- 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.

- 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.
 - 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 August 8, 2024, at 10:00 AM through video conferencing via zoom (Meeting ID: 933 9057 6603 Passcode: 2024064) 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.

IB-2024-064: O&M SBR Section II. Instructions to Bidder

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 (1st) Envelope, shall contain the following <u>Technical Documents</u> accomplished in two (2) sets, each set filed in a folder

The Second (2nd) Envelope shall contain the Financial Component accomplished in three (3) 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 FOLDERS/ENVELOPES

BROWN

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 & 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

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 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

Twelve (12) Months Provision of Operation and Maintenance (O&M) Services for the PCMC Sequential Batch Reactor (SBR) Wastewater Treatment Facility with Secondary Treatment and Tertiary Systems

Bid Data Sheet

ITB Clause										
5.3	For this purpose, contracts similar to the Project shall be:									
	a. SBR types of Sewage Treatment Plant (STP), processing volume of at least 500 cubic meters per day									
		b. completed within <i>the last three (3) years</i> prior to the deadline for the submission and receipt of bids.								
7.1	Subcontracting	is not all	lowed.							
12	The Bid prices Pesos.	for Good	ds supplie	d from outside of the Philippines s	hall be quoted	in Philippine				
14.1	The bid securit and amounts:	y shall b	e in the fo	rm of a Bid Securing Declaration,	or any of the fo	ollowing forms				
	security is credit; or	s in cash	n, cashier ^s	n two percent (2%) of the ABC s/manager's check, bank draft/gu	arantee or irre	evocable letter of				
	2. The amo security is			an five percent (5%) of the AB	C of the item	(s) joined, if bid				
19.3	IB NUMBER									
	IB-2024- 064	12	month	Provision of Operation and Maintenance (O&M) Services for the PCMC Sequential Batch Reactor (SBR) Wastewater Treatment Facility with Secondary Treatment and Tertiary Systems	210,000.00	2,520,000.00				
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. Latest Income (BIR Form No. 1701-Q) AND Business Tax Returns (BIR Form No. 2550-Q) filed and paid through the BIR Electronic Filing (EFPS) within the									
	 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.									
	Exchar	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 2023 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
	6. Section II. Instructions to Bidders with signature (conforme) on all pages
	7. Section III. Bid Data Sheet with signature (conforme) on all pages
	8. Section IV. General Conditions of the Contract with signature (conforme) on all pages
	9. Section V. Special Conditions of the Contract with signature (conforme) on all pages
	10. Other appropriate licenses and permits required by law and stated in the Bidding Documents
	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

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



Quezon Avenue, Quezon City 1100

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SECTION IV

General Conditions of Contract

Twelve (12) Months Provision of Operation and Maintenance (O&M) Services for the PCMC Sequential Batch Reactor (SBR) Wastewater Treatment Facility with Secondary Treatment and Tertiary Systems

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

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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.

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

Twelve (12) Months Provision of Operation and Maintenance (O&M) Services for the PCMC Sequential Batch Reactor (SBR) Wastewater Treatment Facility with Secondary Treatment and Tertiary Systems

Special Conditions of Contract

GCC Clause	
1	Not applicable
2.2	The terms of payment: a. Monthly payment shall be processed upon submission of the following not later than the 8 th day of the succeeding month: ➤ Billing Statement ➤ Preventive Maintenance Report ➤ Result of the Laboratory Analysis (RoLA) for the treated wastewater sample, compliant to the 11 parameters displayed in the PCMC Discharge Permit
3	Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security.
4	Not applicable

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 VI

Schedule of Requirements

Twelve (12) Months Provision of Operation and Maintenance (O&M) Services for the PCMC Sequential Batch Reactor (SBR) Wastewater Treatment Facility with Secondary Treatment and Tertiary Systems

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
Twelve (12) Months Provision of Operation and Maintenance (O&M) Services for the PCMC Sequential Batch Reactor (SBR) Wastewater Treatment Facility with Secondary Treatment and Tertiary Systems	2,520,000.00	Materials Management Division, G/F PCMC, Quezon Avenue, cor. Agham Road Quezon City	Per Terms of Reference Monthly

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



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SECTION VII

Technical Specifications

Twelve (12) Months Provision of Operation and Maintenance (O&M) Services for the PCMC Sequential Batch Reactor (SBR) Wastewater Treatment Facility with Secondary Treatment and Tertiary Systems

PHILIPPINE CHILDREN'S MEDICAL CENTER

Quezon Avenue, Quezon City

TERMS OF REFERENCE

PROJECT TITLE:

Provision of Operation and Maintenance (O&M) Services for the PCMC Sequential Batch Reactor (SBR) Wastewater Treatment Facility with Secondary Treatment and Tertiary Systems

PROJECT DESCRIPTION:

This project aims to give the PCMC the qualified operator and maintenance service provider to its Sequential Batch Reactor (SBR) Wastewater Treatment Facility with Secondary Treatment and Tertiary Systems, packaged with the chemicals needed to treat the effluent, and manpower on site to operate and maintain the facility.

TYPE OF SERVICES:

Operation and Maintenance (O&M)

SCOPE OF WORK

- I. The scope of responsibilities of the Service Provider shall be the following:
 - o Guarantee that the effluent passes the DENR DAO 2021-19 (formerly DENR DAO 2016-08) and other additional/applicable standards needed for the renewal of the PCMC's Discharge Permit issued by LLDA. In this regard, should the effluent fails the standards, the Service Provider is responsible to corrective measures and answerable to all involved penalties.
 - o Provision of sufficient skilled personnel to the non-stop operation of hospital:
 - 24/7 operators, with workable shifting schedules, who shall be responsible for the monitoring, recording and reporting of daily operational activities.
 - Process Engineer who shall:
 - Visit, inspect and evaluate the condition of the SBR at least once a month or as deemed necessary, to determine system deficiencies and provide a list of recommendations for improvements together with an estimate cost of materials.
 - Assist the PCMC Pollution Control Officer (PCO):
 - o By providing technical expertise and professional advice for the efficient and reliable operation of the SBR.

In the conduct of the monthly effluent water sampling and analyzing the 11 parameters (BOD5, COD, Color, TSS, Oil and Grease, pH, Orthophosphate, Nitrate Nitrogen, Ammonia Cal Nitrogen, Surfactants, and Fecal Coliform). The sampling results shall form part of the Self-Monitoring Report which is submitted to LLDA/DENR quarterly. Monthly laboratory analysis is included in the contract of service.

CONFORME:

Signature over printed name

Name of Company/Firm

- In submitting to LLDA/DENR the regular required quarterly monitoring report in accordance with the regulatory requirements.
- o In the application for the processing and renewal of LLDA/DENR Discharge Permit (DP), excluding renewal filing fee
- Supply all necessary consumables such as wastewater treatment chemicals (may increase due to expansion of the hospital infrastructure and operation), lubricants, WD40 and cleaning agents during the contract period.
- o Prepare monthly report detailing all the activities conducted for the month. Report will be sent not later than the 8th day of the succeeding month.
- Comply with the safety standards for the skilled workers on the job site by providing Personal Protective Equipment (PPE) (e.g. gloves, safety shoes, dust mask and earmuff) Safety Signage, Emergency Preparedness Plan, secondary containment for chemicals and other necessary safety requirement needed on the job site.
- Comply with PCMC's standard operating procedures, policies, and regulations, such as but not limited to:
 - All deliveries of materials/chemicals must include the respective Safety Data Sheets and pass through PCMC Material Management Division (MMD) – Receiving Area, duly supported by a delivery receipt/sales invoice. PCMC Engineering shall check the conformity of specifications before acceptance.
 - All tools and equipment to be brought in must pass through PCMC Security Office for issuance of an entry pass. Pull out of tools and equipment must be with the corresponding gate pass issued by the Material Management Division (MMD).
 - Tools and materials must be delivered 100% to comply with the project's terms and conditions.
 - Safekeeping and safeguarding of tools, equipment, and materials/chemicals shall be the
 accountability of the Service Provider. Disposal of empty containers of chemicals used
 shall also be care of the Service Provider.
 - Avoid any act/s that will disrupt hospital operations.
- o In emergency situations exert reasonable efforts to immediately resolve the situation and promptly notify PCMC.

CONFORME:

Signature over printed name

Name of Company/Firm

- II. The Service Provider shall conduct monthly preventive maintenance activities of the SBR equipment, such as ampere reading, checking of V-belt and other related works to keep all equipment in good running condition. Cleaning of air blowers and change oil shall be undertaken once a year. Repair and replacement of major equipment, spare parts and replaceable parts are to be quoted and shouldered by PCMC.
- III. The Service Provider shall be held liable for all damages incurred during contract implementation. Restoration of damages shall be at their own expense.
- IV. The Service Provider shall maintain a very satisfactory rating on overall performance at the end of each month using the criteria: (*See ANNEX A*). Two (2) consecutive ratings of *unsatisfactory* shall be the basis for contract termination. During the termination procedures, the said contract of the service provider may be extended at the option of the Procuring Entity until the new contract is awarded.
- V. Contract Period: 1-Year

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

ANNEX A

Monthly Performance Evaluation Form

	Percentage	Scoring			
Quality:		All parameters passed	5		
Monthly Result of Laboratory	30%	1 failed parameter	4		
Analysis (ROLA) for the sampled		2 failed parameters	3		
wastewater		More than 3 parameters failed	2		
Completeness:		100% delivered for the month	5		
Delivery and Inventory stocks of the	30%	80% delivered for month	4		
required chemicals for wastewater	30%	50% delivered for the month	3		
treatment (checked on every 19th day)		10% delivered for the month	2		
Attendance:		0 absent shift	5		
Shifting schedules based on the	25%	1 absent shifts	4		
manpower available to cover the 24/7		2 absent shifts	3		
hospital operations		3 or more absent shifts	2		
		Submitted on the first working day of the	5		
Domontos		succeeding month			
Reports:		Submitted on or before the 4th working			
Submission of Monthly Preventive	15%	day of the succeeding month			
Maintenance Report, flow data needed	13%	Submitted on or before the 7th working	3		
for the Self-Monitoring Reports, and		day of the succeeding month			
copy of the ROLAs per month		Submitted on or before the 10th working	2		
		day of the succeeding month			
	100%				

Resulting Score Matrix					
Outstanding	4.71 - 5.00				
Very Satisfactory	4.31 - 4.70				
Satisfactory	3.81 - 4.30				
Unsatisfactory	3.80 and below				

Minimum Qualifications

- a. The company profile of the Service Provider shall include a list of projects similar to the project description, with emphasis on SBR types of Sewage Treatment Plant (STP), processing volume of at least 500 cubic meters per day, within the last 3 years, and, with ISO certification on Quality and Environmental Management Systems.
- b. Process Engineer
 - -Laguna Lake Development Authority accredited Pollution Control Officer or equivalent
 - -Mechanical engineering graduate or equivalent
 - -able to communicate well both in formal and verbal
- c. Operators
 - -has 2 years of experience in operating and maintaining SBR wastewater treatment facility
 - -able to submit detailed report about the facility on a monthly basis
 - -able to compile daily flow rates in a logbook of operations
 - -able to communicate well both in formal and verbal

CONFORME:

Signature over printed name

Name of Company/Firm



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

Twelve (12) Months Provision of Operation and Maintenance (O&M) Services for the PCMC Sequential Batch Reactor (SBR) Wastewater Treatment Facility with Secondary Treatment and Tertiary Systems

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 each page of 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)

- 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 <u>FINANCIAL COMPONENT ENVELOPE (ARRANGED, 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.				

CONFORME:

PRICE SCHEDULE

PROCURING ENTITY: PHILIPPINE CHILDREN'S MEDICAL CENTER				NAME OF BIDDER :				
INVITATION TO BID NO. : IB-2024-064								
Qty	Item	Bidder's Offer to Comply with the Requirements	Unit Price EXW	Cost of Local Labor, Raw Materials and Component	Total Price EXW	Unit Price Final Destination and Unit Price of Other Incidental Service	Sales and Other Taxes Payable per Item if Contract is Awarded	TOTAL PRICE DELIVERED FINAL DESTINATION
12 month	Provision of Operation and Maintenance (O&M) Services for the PCMC Sequential Batch Reactor (SBR) Wastewater Treatment Facility with Secondary Treatment and Tertiary Systems ABC = Php 2,520,000.00 (210,000.00/month)							
	Attach DETAILED COST BREAKDOWN							
•	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 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 AND SIGNATURE OF AUTHORIZED REPRESENTATIVE			



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

October 4, 2023

Dear Sir/ Madam:

This is to furnish you with a copy of our Agency's Advisories regarding Fraudulent Solicitation of any kind using the name of our Executive Director for your information and awareness (*please see attached*).

In any way you encounter certain individuals soliciting money from your company using the name of the Philippine Children's Medical Center's Executive Director, please do not entertain it and kindly send an incident report to our Agency immediately with the following details.

Addressed to

: Sonia B. Gonzalez, MD, MScHSM, MPM

Executive Director

Thru

: Emma A. Mariano, CPA, MGM-ESP

Department Manager III

Administrative Services Department

- a. Date and Time received the solicitation
- b. Manner of solicitation (call/text/etc.)
- c. Contact details of the one soliciting
- d. Purpose of the solicitation
- e. Amount being solicited

f. Other details

Send to

: officeofthedirector@pcmc.gov.ph

pcmcbac@gmail.com

Thank you for your cooperation with us to cease this kind of fraudulent activity.

MA. CATHERINA T. BENEDICTOS, MPA

Chief, Procurement Division



ADVISORY

Please be warned against anyone or any organization that uses the name of PCMC Executive Director Sonia B. Gonzalez to solicit financial support for certain projects. These transactions are NEVER LEGITIMATE OR AUTHORIZED.

The DOH also issued a warning against scammers using the name of Secretary Dr. Teodoro J. Herbosa in exchange for donations. The Office of the Secretary will not solicit such favors from other DOH units, government agencies nor the public.

To report these scams, you may send a report to the NBI Anti-Fraud and Action Division via e-mail at afad@nbi.gov.ph or at PNP Anti-Cybercrime Group via their hotline number at 8723-0401 local 7491.





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

TO:

ALL PCMC PARTNERS, SUPPLIER REPRESENTATIVES,

MANAGERS AND PRESIDENT

DATE:

September 25, 2023

AGENDA:

FRAUDULENT SOLICITATION IN ANY KIND USING THE

NAME OF PCMC EXECUTIVE DIRECTOR

This letter refers to a report we have received regarding a certain individual soliciting money from our suppliers using the name of the Executive Director of this medical center.

We would like to inform everyone concerned that PCMC did not and will not engage in such actions, nor will it tolerate them. The officials and employees of this institution will never be associated with fraudulent acts through any means at any time.

In light of this, we would like to remind all suppliers and contractors to remain vigilant against such fraudulent activities.

For the immediate attention of all concerned.

Thank you.

FRANÇIS S. DELA CUESTA, RN, MAN Chairperson, Bids and Awards Committee

Noted:

SONIA B. GONZALEZ, MD, MScHSM, MPM

Executive Director

ADVISORY

3 October 2023

This advisory addresses concerning reports recently received by my Office regarding individuals falsely soliciting funds from suppliers and contractors, using my name.

I unequivocally emphasize that neither I nor my dedicated staff, including the Bids and Awards Committee and Procurement Division, have engaged in or will engage in such actions. We vehemently condemn any form of illegal activities and misrepresentation. My Office remains steadfast in preserving and upholding the principles of integrity and transparency.

As of this writing, we are actively investigating to identify the individuals responsible for this reprehensible act. We are also making diligent efforts to eliminate this kind of action. Therefore, I urge anyone with information related to this matter to promptly relay it to my Office.

SONIA B. GONZALEZ, MD
Executive Director