

**PHILIPPINE BIDDING DOCUMENTS**

# **Procurement of GOODS**

Government of the Republic of the Philippines

**HAULING, TREATMENT AND DISPOSAL OF HAZARDOUS  
AND INFECTIOUS WASTE OF THE HOSPITAL 2021**

**Sixth Edition  
July 2020**

# Table of Contents

<b>Glossary of Acronyms, Terms, and Abbreviations .....</b>	<b>3</b>
<b>Section I. Invitation to Bid.....</b>	<b>6</b>
<b>Section II. Instructions to Bidders.....</b>	<b>9</b>
1. Scope of Bid .....	10
2. Funding Information.....	10
3. Bidding Requirements .....	10
4. Corrupt, Fraudulent, Collusive, and Coercive Practices .....	10
5. Eligible Bidders.....	10
6. Origin of Goods .....	11
7. Subcontracts .....	11
8. Pre-Bid Conference .....	11
9. Clarification and Amendment of Bidding Documents .....	11
10. Documents comprising the Bid: Eligibility and Technical Components .....	11
11. Documents comprising the Bid: Financial Component .....	12
12. Bid Prices .....	12
13. Bid and Payment Currencies .....	13
14. Bid Security .....	13
15. Sealing and Marking of Bids .....	13
16. Deadline for Submission of Bids .....	14
17. Opening and Preliminary Examination of Bids .....	14
18. Domestic Preference .....	14
19. Detailed Evaluation and Comparison of Bids .....	14
20. Post-Qualification .....	15
21. Signing of the Contract .....	15
<b>Section III. Bid Data Sheet .....</b>	<b>16</b>
<b>Section IV. General Conditions of Contract.....</b>	<b>19</b>
1. Scope of Contract .....	20
2. Advance Payment and Terms of Payment .....	20
3. Performance Security .....	20
4. Inspection and Tests .....	20
5. Warranty .....	21
6. Liability of the Supplier .....	21
<b>Section V. Special Conditions of Contract .....</b>	<b>22</b>
<b>Section VI. Schedule of Requirements .....</b>	<b>26</b>
<b>Section VII. Technical Specifications .....</b>	<b>27</b>
<b>Section VIII. Checklist of Technical and Financial Documents .....</b>	<b>29</b>

# ***Glossary of Acronyms, Terms, and Abbreviations***

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

**Bid** – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

**Bidder** – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

**Bidding Documents** – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**Consulting Services** – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

**CDA** - Cooperative Development Authority.

**Contract** – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

**DDP** – Refers to the quoted price of the Goods, which means “delivered duty paid.”

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

**Foreign-funded Procurement or Foreign-Assisted Project**–Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

**Framework Agreement** – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

**GFI** – Government Financial Institution.

**GOCC** –Government-owned and/or –controlled corporation.

**Goods** – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

**Procurement Project** – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**Supplier** – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

**UN** – United Nations.

## ***Section I. Invitation to Bid***



Republic of the Philippines  
Department of Health  
Regional Office I  
**MARIANO MARCOS MEMORIAL HOSPITAL AND MEDICAL CENTER**  
City of Batac, Ilocos Norte  
Trunk line 077-600-8000; Fax line 077-792-3133  
e-mail address: [mmmh\\_doh@yahoo.com](mailto:mmmh_doh@yahoo.com)  
“PHIC Accredited Health Care Provider”  
“ISO 9001:2015 Certified”  
“PGS Compliant”

## INVITATION TO BID FOR HAULING, TREATMENT AND DISPOSAL OF HAZARDOUS AND INFECTIOUS WASTE OF THE HOSPITAL 2021

1. The *Mariano Marcos Memorial Hospital and Medical Center*, through the *Income Fund*, intends to apply the sum of *Eighteen Million Seven Hundred Twenty Thousand Pesos Only (Php 18,720,000.00)* being the Approved Budget for the Contract (ABC) to payments under the contract for *Hauling, Treatment and Disposal of Hazardous and Infectious Waste of the Hospital 2021*. Bids received in excess of the ABC shall be automatically rejected a bid opening.
2. The *Mariano Marcos Memorial Hospital and Medical Center* now invites bids for *Hauling, Treatment and Disposal of Hazardous and Infectious Waste of the Hospital 2021*. See attached document for the line items.
3. Delivery of the Goods is required *based on the Schedule of Requirements attached in the Bidding Documents*. Bidders should have completed projects, within the last *two (2) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
4. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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.

5. Interested bidders may obtain further information from *Procurement Section, Mariano Marcos Memorial Hospital and Medical Center* or through email and inspect the Bidding Documents at the address given below during **8:00 AM – 12:00 NN and 1:00 PM – 5:00 PM**.

6. A complete set of Bidding Documents may be acquired by interested Bidders on ***December 18, 2020 until January 15, 2021, 5:00 PM*** from the address below ***and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB,***

***Hauling, Treatment and Disposal of Hazardous and Infectious  
Waste of the Hospital 2021***

***25,000.00***

7. The ***Mariano Marcos Memorial Hospital and Medical Center*** will hold a Pre-Bid Conference on ***January 4, 2021, Monday at 9:00 AM*** through ***video conferencing*** using ***Google Meet and face to face attendance*** which shall be opened to prospective bidders. All interested bidders will submit their gmail account address to ***[mmhmcpmcommunications@gmail.com](mailto:mmhmcpmcommunications@gmail.com)*** for the meeting code. In addition, prospective bidders who will attend the conference personally shall follow the protocols of the hospital and provincial government, and then proceed to ***2<sup>nd</sup> Floor, Board Room, Main Building of Mariano Marcos Memorial Hospital and Medical Center.***
8. Bids must be duly received by the BAC Secretariat at the address below ***on or before January 18, 2021, Monday 8:30 AM.*** All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ***ITB Clause 18.***
9. Bid opening shall be on ***January 18, 2021, Monday at 9:00 AM at 2<sup>nd</sup> Floor, Board Room, Main Building of Mariano Marcos Memorial Hospital and Medical Center.*** Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.
10. The ***Mariano Marcos Memorial Hospital and Medical Center*** 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 Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

***KAPELHOFF A. QUIDANG***

***Head, Procurement Section***

***Brgy. 6 San Julian, City of Batac, Ilocos Norte, 2906***

***077 600 8000 local 6102***

***[mmhmcpmcommunications@gmail.com](mailto:mmhmcpmcommunications@gmail.com)***

***17 December 2020***

---

***ELYZEL B. PUGUON, MD, DPSBNM, CCD***  
***BAC Chairperson***

## ***Section II. Instructions to Bidders***

## 1. Scope of Bid

The Procuring Entity, *Mariano Marcos Memorial Hospital and Medical Center (MMMh & MC)* wishes to receive Bids for the *Hauling, Treatment and Disposal of Hazardous and Infectious Waste of the Hospital 2021* with identification number *001 HAULING-BACBITB*.

The Procurement Project is composed of *1 Lot*, 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 *2021* in the amount of *₱18,720,000.00*

2.2. The source of funding is *under Income Fund*

## 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. Foreign ownership limited to those allowed under the rules may participate in this Project.

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 and Services*: 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.

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

The Procuring Entity has prescribed that: *Subcontracting is not allowed.*

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on *January 4, 2021, 9:00 AM at Mariano Marcos Memorial Hospital & Medical Center, Brgy. 6 San Julian, City of Batac, Ilocos Norte*, and/or through video conferencing 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 *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.
- 11.5. Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

## 12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in e.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
    - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.
- 12.2. For Framework Agreement, the following should also apply in addition to Clause 12.1:
  - a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not

subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

- b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

### 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 tradable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in:
  - a. Philippine Pesos.

### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration 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 **May 18, 2021 (120 calendar days from the Opening of Bids on January 18, 2021)**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

### 15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

## 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.

- a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;

- 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:

*One Project having several items that shall be awarded as one contract.*

- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the

committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## 20. Post-Qualification

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**. For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.

## 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**.
- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.
- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
  - a. Framework Agreement Form;
  - b. Bidding Documents;
  - c. Call-offs;
  - d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  - e. Performance Security or Performance Securing Declaration, as the case may be;
  - f. Notice to Execute Framework Agreement; and
  - g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

***Section III. Bid Data Sheet***

# Bid Data Sheet

ITB Clause																					
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p><b>a. <i>Hauling, Treatment and Disposal of Hazardous and Infectious Waste of the Hospital for 2021</i></b></p> <p><b>b.</b> Completed within <b>2 years</b> prior to the deadline for the submission and receipt of bids.</p>																				
7.1	<b><i>Subcontracting not allowed</i></b>																				
12	The price of the Goods shall be quoted DDP <b>Philippines</b> or the applicable International Commercial Terms (INCOTERMS) for this Project.																				
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p><b>a.</b> The amount of not less than <b><i>two percent (2%) of 18,720,000.00 which is 374,400.00</i></b> if bid security is in the form of cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or</p> <p><b>b.</b> The amount of not less than <b><i>five percent (5%) of 18,720,000.00 which is 936,000.00</i></b> if bid security is in Surety Bond.</p>																				
19.3	<p><b><i>The Project will be awarded as a 1 lot, Hauling, Treatment and Disposal of Hazardous and Infectious Waste of the Hospital for 2021 as specified below:</i></b></p> <table><tr><th>Type of Waste</th><th>Quantity</th><th>Unit Cost</th><th>Total Cost</th></tr><tr><td>M501 – Pathological and Infectious Waste</td><td>380,000</td><td>46.80</td><td>17,784,000.00</td></tr><tr><td>M503 – Pharmaceuticals and Drug</td><td>15,000</td><td>46.80</td><td>702,000.00</td></tr><tr><td>D407 – Mercury and Mercury Compounds (Busted Fluorescent Lamps)</td><td>5,000</td><td>46.80</td><td>234,000.00</td></tr><tr><td><b>TOTAL</b></td><td><b>400,000</b></td><td></td><td><b>18,720,000.00</b></td></tr></table>	Type of Waste	Quantity	Unit Cost	Total Cost	M501 – Pathological and Infectious Waste	380,000	46.80	17,784,000.00	M503 – Pharmaceuticals and Drug	15,000	46.80	702,000.00	D407 – Mercury and Mercury Compounds (Busted Fluorescent Lamps)	5,000	46.80	234,000.00	<b>TOTAL</b>	<b>400,000</b>		<b>18,720,000.00</b>
Type of Waste	Quantity	Unit Cost	Total Cost																		
M501 – Pathological and Infectious Waste	380,000	46.80	17,784,000.00																		
M503 – Pharmaceuticals and Drug	15,000	46.80	702,000.00																		
D407 – Mercury and Mercury Compounds (Busted Fluorescent Lamps)	5,000	46.80	234,000.00																		
<b>TOTAL</b>	<b>400,000</b>		<b>18,720,000.00</b>																		
20.2	<p>1. The Contractor must have a valid permit from the Environmental Management Bureau (EMB) as Transporter/Hauler, Treatment Facility and Sanitary Landfill Disposal during the period of the contract;</p> <p>2. The Contractor shall comply with all the applicable laws and regulations relative to hauling of Hazardous and Infectious Waste and shall provide the Procuring Entity (PE) with accurate and complete documents, shipping papers and/or manifest appurtenant thereto;</p> <p>3. The Contractor shall use disposal facilities that have been issued permits, licenses, certificates or approvals required by applicable laws, ordinances, orders, rules and regulations;</p>																				

21.2	<p>1. The Contractor and its employees must have been properly trained to render the waste management services and shall provide proof of training (Training Certificate/s) (4)</p> <p>2. The Contractor must have an accredited Pollution Control Officer (PCO). Provide Certificate.</p> <p>3. TSD Facility should have ISO 14001 Certification – Environmental Management System</p> <p>4. TSD Facility must be Integrated Management System Certified (IMS Certified)</p>
------	---

## ***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

The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods, *Hauling, Treatment and Disposal of Hazardous and Infectious Waste of the Hospital 2021* 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**.

## 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

## 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 Projector 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.

## ***Section V. Special Conditions of Contract***

## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents</b></p> <ol style="list-style-type: none"> <li>1. The Contractor shall provide at least 60 pcs PVC/Steel drums with cover and packaging, labeling and marking containers for waste prior to transport and disposal. All containers must be labeled appropriately.</li> <li>2. The Contractor must provide pallet that can accommodate at least 60 pcs PVC/Steel drums with cover to ensure that the wastes does not going to be flooded.</li> <li>3. Upon transportation of the waste material, the Contractor shall make available to PE a fully executed manifest document from Department of Environment and Natural Resources.</li> <li>4. The Contractor should comply to health and travel safety protocols set by the Provincial Government of Ilocos Sur, Provincial Government of Ilocos Norte and Hospital Safety Officer.</li> </ol> <p>The delivery terms applicable to the Contract are DDP delivered to <b>Mariano Marcos Memorial Hospital and Medical Center</b>. In accordance with INCOTERMS</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity's Representative at the Project Site is <b>Mr. Jessie U. Aguinaldo</b></p> <p><b>Incidental Services</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p>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.</p> <ol style="list-style-type: none"> <li>1. The removal, handling and transport of waste under the Agreement, risk of loss and all other incidents shall be the responsibility of the Contractor at the time it accepts delivery and takes possession and control of the waste.</li> <li>2. The Contractor shall pay and apply all necessary permits for the transportation, disposal and treatment of the waste; and Incidental/miscellaneous expenses in the conduct of Hauling &amp; Transporting of wastes must be shouldered by the Contractor.</li> <li>3. The Contractor shall be liable for damages under applicable laws for any unperformed service during the schedule of hauling, except for causes beyond the Contractor's control provided, however, that it shall notify the PE;</li> </ol>

## 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.

## Labeling for Drums

HAZARDOUS WASTE		
Waste Information	HW Class and No.	Name of the hazardous waste class as specified in the revised Procedural Manual
	Characteristic & Form	Toxic, Corrosive, Flammable, Explosive, Reactive, and/or Infectious
	Volume	Volume of the hazardous waste contained in the vessel, container, tank, or containment building
	Packaging date	Date on which the hazardous waste is packed in the vessel container, tank, or containment building
	Shipping date	Date on which the hazardous waste must be removed from the storage area and transported offsite if applicable
	Waste transport record number	Manifest number if transported offsite
Generator Information	ID Number	ID number issued by DENR upon registration
	Name	Name of the waste generator (company name)
	Address	Address of the generator
	Fax #	Fax number of the waste generator
	Name of HWMS or PCO	Name of hazardous waste management supervisor or the PCO



2.2	<p>The terms of payment shall be as follows:</p> <p>Requirements for Payment: (SCC)</p> <ul style="list-style-type: none"> <li>a. Manifest Form</li> <li>b. Certificate of Treatment</li> <li>c. Contract Agreement</li> <li>d. Logbook of Wastes Weight</li> <li>e. Pictures</li> <li>f. Billing Invoice</li> </ul>
4	<p>The inspections and tests that will be conducted are:</p> <ol style="list-style-type: none"> <li>1. Submit the certificate of disposal in a quarterly basis.</li> <li>2. Contractor's landfill must not be more than 50% full at the beginning of the contract (Provide proof of capacity)</li> <li>3. For the purpose of health and environmental safety, Transporter/Treater should provide Transporting Plan, Contingency Plan and Emergency Response procedures in case of leakages/spillages during storage, collection and transport.</li> </ol>

## ***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.

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>
	Hauling, Treatment and Disposal of Hazardous and Infectious Waste of the Hospital 2021		
M501	Pathological and Infectious Waste	380,000.00	17,784,000.00
M503	Pharmaceuticals and Drug	15,000.00	702,000.00
D407	Mercury and Mercury Compounds (busted fluorescent lamps)	5,000.00	234,000.00

1. The Contractor's personnel should do the packing of wastes in appropriate containers everyday (preferably 8am-5pm).
2. Designate at least 2 in-house personnel coming from the Contractor to monitor the waste storage area and to do packing of waste in appropriate containers everyday (preferably 8am-5pm).
3. Hauling schedule shall be once a week on any day as need arises.

## ***Section VII. Technical Specifications***

## Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>
	The Contractor must have an accredited Pollution Control Officer (PCO). Provide Certificate.	
	TSD Facility should have ISO 14001 Certification – Environmental Management System	
	TSD Facility must be Integrated Management System Certified (IMS Certified)	

	Treatment of waste must be a non-burning technology only.	
	<p>The Transporter/Treater should submit a sworn statement and certificate that the personnel assigned to the Procuring Entity are provided with the hazardous waste training. The personnel must be provided with proper uniform, PPE and necessary immunization. PPE must include the following: Coverall disposable, Rubber boots, Hand Gloves Heavy Duty, Face Mask and Face Shield. Immunization records must indicate that the personnel have received the following: Hepa A, Hepa B (complete with booster if applicable), Flu Vaccine and Pneumococcal Vaccine.</p>	

## ***Section VIII. Checklist of Technical and Financial Documents***

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);  
**or**
- ☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,  
**and**
- ☐ (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;  
**and**
- ☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

#### Technical Documents

- ☐ (e) 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; **and**
- ☐ (f) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, 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 the relevant period as provided in the Bidding Documents; **and**
- ☐ (g) Original copy of Bid Security. 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; **and**
- ☐ (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (i) 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.

#### Financial Documents

- ☐ (j) The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- ☐ (k) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC);

**or**

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

***Class “B” Documents***

- ☐ (l) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

**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.

**II. FINANCIAL COMPONENT ENVELOPE**

- ☐ (m) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ (n) Original of duly signed and accomplished Price Schedule(s).

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

- ☐ (o) *[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.
- ☐ (p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

