



Republic of the Philippines
Department of Health
Center for Health Development I

MARIANO MARCOS MEMORIAL HOSPITAL AND MEDICAL CENTER

City of Batac, Ilocos Norte | Trunk line: 077-600-8000 |

E-mail address: mmmh_doh@yahoo.com

“PHIC Accredited Health Care Provider”

“ISO 9001:2015 Certified”

“PGS Compliant”

PHILIPPINE BIDDING DOCUMENTS

HAULING, TREATMENT AND DISPOSAL OF HAZARDOUS AND INFECTIOUS WASTE OF THE HOSPITAL FOR FY 2023

Early Procurement Activities

Project Identification Number: 01-2023HAU-BACB-ITB

Approved Budget for the Contract

Php 14,000,000.00

Government of the Republic of the Philippines

November 2022



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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
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MARIANO MARCOS MEMORIAL HOSPITAL AND MEDICAL CENTER

City of Batac, Ilocos Norte |Trunk line: 077-600-8000|

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INVITATION TO BID

EARLY PROCUREMENT ACTIVITIES (EPA) OF HAULING, TREATMENT AND DISPOSAL OF HAZARDOUS AND INFECTIOUS WASTE OF THE HOSPITAL FOR FY 2023

1. The *Mariano Marcos Memorial Hospital and Medical Center*, through the *Income Trust Fund (Short of Award)* intends to apply the sum of *Fourteen Million Pesos Only (Php 14,000,000.00)* 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 for FY 2023*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Mariano Marcos Memorial Hospital and Medical Center* now invites bids for the above Procurement Project with the item indicated in the technical specifications.

Delivery of the Goods is required *based on the Schedule of Requirements attached in the Bidding Documents*. Bidders should have completed, 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).

3. 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.

4. Prospective Bidders may obtain further information from *Procurement Section, Mariano Marcos Memorial Hospital and Medical Center* and inspect the Bidding Documents at the address given below during **8:00 AM – 12:00 NN and 1:00 PM - 5:00 PM**.
5. A complete set of Bidding Documents in the form of Electronic Copy may be acquired by interested Bidders starting **November 16, 2022 to December 6, 2022 until 8:30 AM** from the given address and website(s) below and *upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, shown below:*

| Approved Budget for the Contract | Maximum Cost of Bidding Documents (In Philippine Peso) |
|--|---|
| 500,000 and below | 500.00 |
| More than 500,000 up to 1 million | 1,000.00 |
| More than 1 million up to 5 million | 5,000.00 |
| More than 5 million up to 10 million | 10,000.00 |
| More than 10 million up to 50 million | 25,000.00 |
| More than 50 million up to 500 million | 50,000.00 |
| More than 500 million | 75,000.00 |

The Procuring Entity shall allow the bidder to present its proof of payment for the fees *personally or through electronic means*.

6. The **Mariano Marcos Memorial Hospital and Medical Center** will hold a Pre-Bid Conference on **November 24, 2022, 9:00 AM at 2nd Floor, Board Room, Main Building of Mariano Marcos Memorial Hospital and Medical Center** and/or through video conferencing *via Cisco Webex*, which shall be open to prospective bidders. Moreover, interested bidders may submit their active email address at the given email and contact number below.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **December 6, 2022 at 8:30 AM**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
9. Bid opening shall be on **December 6, 2022, 9:00 AM at 2nd Floor, Board Room, Main Building of Mariano Marcos Memorial Hospital and Medical Center** and it will also be done through video conferencing *via Cisco Webex* for those bidders who cannot attend the activity. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. **Only one (1) representative** shall be allowed to attend the said activity. Representative who will attend shall observe proper health protocols such as *wearing of face mask, face shield and observe social distancing*.
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 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:

Ms. Kapelhoff A. Quidang, MBA
Head, BAC Secretariat
MMMh & MC, Brgy. 6 San Julian, City of Batac, Ilocos Norte
Email: mmmhbacsecretariat@gmail.com
Tel. No.: (077) 600-8000 local 6102
12. You may visit the following websites:
For downloading of Bidding Documents:
<https://mmmhmc.doh.gov.ph/bids-and-awards>
<https://notices.philgeps.gov.ph/>

16 November 2022

TENNESSEE R. HUYABAN, MD, FPSO-HNS, FPCS
BAC Vice Chairperson



Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Mariano Marcos Memorial Hospital and Medical Center (MMM&MC)* wishes to receive Bids for the *Hauling, Treatment and Disposal of Hazardous and Infectious Waste of the Hospital for FY 2023* with identification number *01-2023HAU-BACB-ITB* – Early Procurement Activities.

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 *2023* in the amount of *Php 14,000,000.00*

2.2. The source of funding is *Income Trust Fund (Short of Award)*

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 *November 24, 2022, 9:00 AM at 2nd Floor, Board Room, Main Building of Mariano Marcos Memorial Hospital and Medical Center* and/or through video conferencing *via Cisco Webex* 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 *last 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.

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.

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: *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 *April 6, 2023 (120 calendar days from the Opening of Bids on December 6, 2022)*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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 through *Google Forms* 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. 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.

19.3. The Project shall be awarded as *One Project having one item that shall be awarded as one contract*.

- 19.4. 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

- 20.1 Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

| ITB Clause | | | | | | | | | | | | | | | | |
|--------------|--|-----------|------------------|----------------------|-----------|------------|------|-----------------------------------|---------|-------|---------------|--------------|--|--|--|----------------------|
| 5.3 | For this purpose, contracts similar to the Project shall be: <ol style="list-style-type: none"> a. <i>Hauling, Treatment and Disposal of Hazardous and Infectious Waste of the Hospital.</i> b. Completed within <i>2 years</i> prior to the deadline for the submission and receipt of bids. | | | | | | | | | | | | | | | |
| 7 | <i>Subcontracting is not allowed</i> | | | | | | | | | | | | | | | |
| 12 | The price of the Goods shall be quoted DDP <i>Philippines</i> or the applicable International Commercial Terms (INCOTERMS) for this Project. | | | | | | | | | | | | | | | |
| 14.1 | The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ol style="list-style-type: none"> a. The amount of not less than <i>two percent (2%) of 14,000,000.00 which is 280,000.00</i> if bid security is in the form of cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than <i>five percent (5%) of 14,000,000.00 which is 700,000.00</i> if bid security is in Surety Bond. | | | | | | | | | | | | | | | |
| 15 | Each Bidder shall submit <i>one (1) original</i> and one <i>(1) copy</i> of the first and second components of its bid. | | | | | | | | | | | | | | | |
| 19.3 | <p><i>The Project will be awarded as 1 lot, Hauling, Treatment and Disposal of Hazardous and Infectious Waste of the Hospital for FY 2023 as specified below:</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Item Code</th> <th style="text-align: center;">Item Description</th> <th style="text-align: center;">Quantity</th> <th style="text-align: center;">Unit Cost</th> <th style="text-align: center;">Total Cost</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">M501</td> <td>Pathological and Infectious Waste</td> <td style="text-align: center;">400,000</td> <td style="text-align: center;">35.00</td> <td style="text-align: right;">14,000,000.00</td> </tr> <tr> <td colspan="4" style="text-align: center;">TOTAL</td> <td style="text-align: right;">14,000,000.00</td> </tr> </tbody> </table> | Item Code | Item Description | Quantity | Unit Cost | Total Cost | M501 | Pathological and Infectious Waste | 400,000 | 35.00 | 14,000,000.00 | TOTAL | | | | 14,000,000.00 |
| Item Code | Item Description | Quantity | Unit Cost | Total Cost | | | | | | | | | | | | |
| M501 | Pathological and Infectious Waste | 400,000 | 35.00 | 14,000,000.00 | | | | | | | | | | | | |
| TOTAL | | | | 14,000,000.00 | | | | | | | | | | | | |
| 20.2 | <ol style="list-style-type: none"> 1. The Contractor must have a valid permit from the Environmental Management Bureau (EMB) as TSD Facility during the period of the contract and must be operational for at least 3 years; 2. The Contractor shall comply with all the applicable laws and regulations relative to hauling of Hazardous and Infectious Waste and must not have any complaints or violations related to RA 6969, RA 8749, RA 9275 and RA 9003 for at least 3 years; 3. Permits must be valid during the procurement process and implementation of the contract. | | | | | | | | | | | | | | | |
| 21.2 | <p>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);</p> <ul style="list-style-type: none"> - All employees - Detailed employees to MMMHMC | | | | | | | | | | | | | | | |

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 for FY 2023* 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>Delivery and Documents</p> <ol style="list-style-type: none"> 1. The Contractor shall provide at least 70 pcs PVC/Plastic drums with lockable cover and packaging, labelling and marking containers for waste prior to transport and disposal (see attached standard labelling); 2. The Contractor must provide hard plastic pallet that can accommodate at least 70 pcs PVC/Plastic drums; 3. Transporter must have at least 2 10-wheeler wing vans in their transporter registration certificate to accommodate at least 70 drums; 4. Submit the certificate of disposal in a quarterly basis as reference for submission of Self-Monitoring Report (SMR). <p>The delivery terms applicable to the Contract are DDP delivered to <i>Mariano Marcos Memorial Hospital and Medical Center</i>. 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 <i>Engr. Nathaniel P. Yadao/Ms. Joy Ilnormin A. Alegado</i>.</p> <p>Incidental Services</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"> 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; 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 & Transporting of wastes must be shouldered by the Contractor; 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; 4. 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. |

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

The terms of payment shall be as follows:

Payments shall be made within 45 working days from receipt of the complete documents enumerated below for the monthly deliveries made by the supplier.

| | |
|---|---|
| | <p>Requirements for Payment:</p> <ul style="list-style-type: none"> a. Manifest Form b. Certificate of Treatment c. Contract Agreement d. Logbook of Wastes Weight e. Pictures f. Billing Invoice or Statement of Account |
| 4 | <p>The inspections and tests that will be conducted are:</p> <ol style="list-style-type: none"> 1. The MMMHMC Inspection and Acceptance Committee (IAC) shall inspect the hospital waste packed in a designated container to ascertain the type of waste hauled is the same as the description, weight and other specifications indicated in the label of the packaging before sealing the container; 2. If found not in accordance with the packaging requirements, the IAC shall notify in writing the supplier, to rectify it without additional cost on the part of the Hospital. |

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.

| Item Code | Item Description | Quantity | Unit Cost | Total Cost |
|------------------|-----------------------------------|-----------------|------------------|-------------------|
| M501 | Pathological and Infectious Waste | 400,000 | 35.00 | 14,000,000.00 |

1. 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);
2. Hauling schedule shall be twice a week or on any day as the need arises as per advice to be made to the contractor.

Section VII. Technical Specifications

Technical Specifications

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.

| Condition | Statement of Compliance |
|---|-------------------------|
| The Contractor must be an accredited infectious waste hauler and treater | |
| The Contractor must have JVA with an Engineered Sanitary Landfill that is not 50% full capacity at the starting of the contract within Luzon only (Provide proof of capacity) | |
| The Contractor must have ISO 9001 – Quality Management System (QMS), ISO 14001 – Environmental Management System (EMS) and ISO 45001 – Occupational Health and Safety Management System certificates | |
| The Contractor must have DOLE 174 Certificate & Certificate of no pending case and have a safety seal certificate | |
| The Contractor must have an accredited Pollution Control Officer (PCO). Provide Certificate | |
| TSD Facility must be Integrated Management System Certified (IMS Certified) | |
| The Contractor must have CCTVs installed in the TSD Facility in compliance to EMB requirements | |
| The Contractor must use non-burn technology only. Contractor must provide proof like mass balance, SMR, manifest, Certificate of Treatment (COT) and Certificate of Final Disposal (COFD) | |
| 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 | |
| <p>The personnel must be provided with proper uniform, PPE and necessary immunization.</p> <ul style="list-style-type: none"> • PPE must include the following: <ul style="list-style-type: none"> - Coverall disposable - Rubber boots - Hand Gloves (Heavy Duty) preferably leather - Face Mask • Immunization records must indicate that the personnel have received the following: <ul style="list-style-type: none"> - Hepa A & Hepa B (complete with booster if applicable) - Flu Vaccine - Covid-19 Vaccine - Pneumococcal Vaccine | |

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



Republic of the Philippines
 Department of Health
 Center for Health Development I

MARIANO MARCOS MEMORIAL HOSPITAL AND MEDICAL CENTER

City of Batac, Ilocos Norte |Trunk line: 077-600-8000|

E-mail address: mmmh_doh@yahoo.com

“PHIC Accredited Health Care Provider”

“ISO 9001:2015 Certified”

“PGS Compliant”

Date and Time of the Opening of Bids

Checklist of Technical and Financial Documents

PROJECT : _____
 APPROVED BUDGET FOR THE CONTRACT : _____
 COMPANY : _____

| | | | | | |
|---|---|---|---|---|---|
| M | M | M | M | V | C |
| E | E | E | E | I | H |
| M | M | M | M | C | A |
| B | B | B | B | E | I |
| E | E | E | E | | R |
| R | R | R | R | C | P |
| | | | | H | E |
| | | | | A | R |
| | | | | I | S |
| | | | | R | O |
| | | | | P | N |

Initials of BAC Members if document is included.

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- | | | | | | |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
- or**
- | | | | | | |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
- (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**
- | | | | | | |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
- (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**
- | | | | | | |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- | | | | | | |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
- (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;

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

- (f) **and** 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;

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
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- (g) **and** 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;

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

- (h) **and** Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable;

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

- (i) **and** 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 prospective bidder’s audited financial statements, showing, among others, the prospective bidder’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;

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

- (k) **and** 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

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

- (a) Original of duly signed and accomplished Financial Bid Form;
and

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

- (b) Original of duly signed and accomplished Price Schedule(s).

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

| | | | | | | |
|--|--|--|--|--|--|--|
| | | | | | | |
|--|--|--|--|--|--|--|

(c) *[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.

| | | | | | | |
|--|--|--|--|--|--|--|
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and
(d) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Note: Any missing document in the above-mentioned checklist is a ground for outright rejection of the bid.

REMARKS: () **PASSED** () **FAILED**

Technical Working Group
(Signature over Printed Name)

