

REPUBLIC OF THE PHILIPPINES Department of Health NATIONAL CENTER FOR MENTAL HEALTH

Nueve de Febrero Street, Mandaluyong City, Philippines

BIDDING DOCUMENTS

PUBLIC BIDDING FOR THE SUPPLY OF MANPOWER, LABOR, EQUIPMENT, MATERIALS AND REFURBISHMENT OF THE SEWERAGE TREATMENT PLANT (LOT) CY 2024

NCMH-BIDS AND AWARDS COMMITTEE

November 2024





TABLE OF CONTENT

Section	1 I. Invitation to Bid	••••••				
	II. Instructions to Bidders					
1.	Scope of Bid	6				
2.	Funding Information					
3.	Bidding Requirements					
4.	Corrupt, Fraudulent, Collusive, and Coercive Practices	6				
5.	Eligible Bidders	7				
6.	Origin of Goods	7				
7.	Subcontracts	8				
8.	Pre-Bid Conference	8				
9.	Clarification and Amendment of Bidding Documents	8				
10.	Documents comprising the Bid: Eligibility and Technical Components	8				
11.	Documents comprising the Bid: Financial Component	8				
12.	Bid Prices	9				
13.	Bid and Payment Currencies	9				
14.	Bid Security	9				
15.	Sealing and Marking of Bids	9				
16.	Deadline for Submission of Bids	10				
17.	Opening and Preliminary Examination of Bids	10				
18.	Domestic Preference	10				
19.	Detailed Evaluation and Comparison of Bids	10				
20.	Post-Qualification	11				
21.	Signing of the Contract	11				
	III. Bid Data Sheet					
Section	IV. General Conditions of Contract	16				
1.	Scope of Contract	16				
2.	Advance Payment and Terms of Payment	16				
3.	Performance Security	16				
4.	Inspection and Tests	16				
5.	Warranty	17				
6.	Liability of the Supplier	17				
Section '	V. Special Conditions of Contract	18				
Section '	VI. Schedule of Requirements	22				
Section '	VII. Technical Specifications	29				
	VIII. Checklist of Technical and Financial Documents					
	Annex A					
List of Items 38						
Annex B44						
	Bid Form 44					
Annex C46						





Bid Securing Declaration	46
Annex D	47
Bid List of all Ongoing Government and Private Contracts	47
Annex E	48
Statement Single Largest Completed Contract Government and Private Contracts	48
Annex F	49
Price Schedule for Goods Offered from Within the Philippines	49
Annex G	50
Price Schedule for Goods Offered from Abroad	50
Annex H	51
Omnibus Sworn Statement	51
Annex I	53
Contract Agreement	53



Section I. Invitation to Bid ITB No. E-022-2024

Public Bidding for the Supply of Manpower, Labor, Equipment, Materials and Refurbishment of the Sewerage Treatment Plant (LOT) CY 2024

1. The National Center for Mental Health, through the INCOME CY 2024 intends to apply the sum of Seven Million Pesos Only (Php7,000,000.00) being the ABC to payments under the contract for the following category. Bids received in excess of the ABC shall be automatically rejected at bid opening.

CATEGORY	APPROVED BUDGET FOR THE CONTRACT (ABC)
Public Bidding for the Supply of Manpower, Labor, Equipment, Materials and Refurbishment of the Sewerage Treatment Plant (LOT) CY 2024	Php 7,000,000.00

- 2. The National Center for Mental Health now invites bids for the above Procurement Project. Delivery of the Goods is required by (See Schedule of Requirements). Bidders should have completed, within 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).
- 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.
 - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
- 4. Prospective Bidders may obtain further information from **Procurement Section of the National Center for Mental Health** and inspect the Bidding Documents at the address given below during 8:00am to 5:00pm.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders November 12, 2024 November 29, 2024 (Monday to Friday, 8:00AM 5:00PM) from the given address and website(s) below and upon submission of <u>LETTER OF INTENT</u> and payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of:

Approved Budget for the Contract	Maximum Cost of Bidding Documents (in Philippine Peso)		
500,000.00 and below	500.00		
More than 500,000.00 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 in person.



- 6. The National Center for Mental Health will hold a Pre-Bid Conference on November 20, 01:30 PM (Wednesday) at BAC Conference Room of National Center for Mental Health, which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office indicated below. 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 02**, **2024** (Monday), **9:00AM** at the BAC Conference Room of National Center for Mental Health. Bids will be opened in the presence of bidders' representatives who choose to attend the activity.
- 10. Not applicable
- The **National Center for Mental Health** 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.

12. For further information, please refer to:

RUSSELLE SP. OLASO, MPA

Head, NCMH BAC Secretariat

Nueve de Febrero St. Brgy. Mauway, Mandaluyong City

Tel: 0285319001 loc 239, 242 Telefax: 0285318318

Email: bacncmh@yahoo.com; www.ncmh.gov.ph

13. You may visit the following websites:

For downloading of Bidding Documents:

www.philgeps.gov.ph (PhilGEPS website using suppliers/bidders account) https://ncmh.gov.ph (National Center for Mental Health Official Website)

November 12, 2024

Date of Issue

ALDEN C. CUYOS MD, FPPA, IFAPA, MMHoA Chairperson, NCMH-BAC for Equipment





Section II. Instructions to Bidders ITB No. E-022-2024

Public Bidding for the Supply of Manpower, Labor, Equipment, Materials and Refurbishment of the Sewerage Treatment Plant (LOT) CY 2024

1. Scope of Bid

The Procuring Entity, National Center for Mental Health wishes to receive Bids for the Public Bidding for the Supply of Manpower, Labor, Equipment, Materials and Refurbishment of the Sewerage Treatment Plant (LOT) CY 2024 with identification number ITB NO. E-022-2024.

The Procurement Project (referred to herein as "Project") is composed of one (1) lot item, 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 INCOME CY 2024 in the amount of **Php 7,000,000.00**.
- 2.2. The source of funding is:
 - a. NGA, the General Appropriations Act or Special Appropriations.

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

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

- i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies] of the ABC for this Project; and
- ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under ITB Clause 18.



7. Subcontracts

7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on November 20, 2024, 1:30 PM (Wednesday) at BAC Conference Room of National Center for Mental Health 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 two (2) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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



12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, exwarehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the BDS.
 - 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 the BDS.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing 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 (120 calendar days from the date of Submission and Opening of Bids). 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 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 Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by ITB Clause 14 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

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

21. Signing of the Contract

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





Section III. Bid Data Sheet ITB No. E-022-2024

Public Bidding for the Supply of Manpower, Labor, Equipment, Materials and Refurbishment of the Sewerage Treatment Plant (LOT) CY 2024

ITB	
Clause	
5.3	For this purpose, contracts similar to the Project shall be:
	a. Sewerage Treatment Plant
	Completed within two (2) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracts is not allowed.
12	The price of the Goods shall be quoted in Philippine Peso.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:
	a. The amount of not less than the <i>two percent (2%) of ABC</i> , if bid security is in 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 ABC</i> if bid security is in Surety Bond.
19.3	Public Bidding for the Supply of Manpower, Labor, Equipment, Materials and Refurbishment of the Sewerage Treatment Plant (LOT) CY 2024
	Please see List of Items (Annex A) for complete lists, quantity and ABC
20.2	Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that is submitted the Lowest Calculated Bid, the Bidder shall submit its:
	a. Current and Valid Tax Clearance
	b. Latest Annual Income Tax Return (with corresponding eFPS Filing Reference Number and successful payment page or its equivalent proof of payment, if applicable).
	c. Certificate of PhilGEPS Registration (Platinum Membership)
	d. Current and Valid Mayor's Permit
	e. Notice of Award or Notice to Proceed or Contract issued by the owners, as attachment for the Statement of the Prospective bidder of All Its On Going Government and Private Contracts.
	f. Notice of Award or Notice to Proceed Issued by the owners, as attachment for the Single Largest Completed Contract (SLCC) within the past 2 years prior to the date of submission and receipt of bids.
	g. Certificate of Good Performance for related projects [For current supplier, it shall be issued by the Head of the Procuring Entity for the current year. For non-current Supplier, certificate issued from other Hospitals or agencies are acceptable (at least SATISFACTORY RATING)].

Page 12 of 55











21.2	List of additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.
	a. Contract Agreement
	b. Performance Security



National Center for Mental Health Bidding Documents for Equipment

meet





The Eligibilit	y Documents & Technical Proposals shall be	e placed in one enve-	II was an ange
lope and the F envelopes shall	inancial Proposal also placed in another envo Il have the following markings:	elope (GREEN). All	NAME OF ENCLOSED BID PROPOSAL
/-[NAME OF THE PROCURING ENTITY'S BAC, PROCURING ENTITY'S NAME & ADDRESS	ELIGIBILITY ENVELOPE & TECHNICAL PROPOSAL /FINANCIAL	
NA NA	NCMH-BAC FOR <u>CATEGORY</u> TIONALCENTER FOR MENTAL HEALTH Nueve de Pebrero St., Mandaluyong City	PROPOSAL	
	PUBLIC BIDDING FOR <u>CATEGORY</u> CY 2024		PUBLIC BIDDING CATEGORY & CALENDAR YEAR
MARKINGS F	OR ENVELOPES		
	DELA CRUZ COMPANY 143 Pag-Ibig St., Quezon C. Tel: / Fax:		
	DO NOT OPEN BEFORE:	<i>I</i>	
	Facsimile	IE, ADDRESS & CONTACT NO NOT THE BIDDER, "DO NOT & TIME OF THE SUBMISSION OF THE SUB	OPEN' LABEL WITH THE

Page 15 of 55



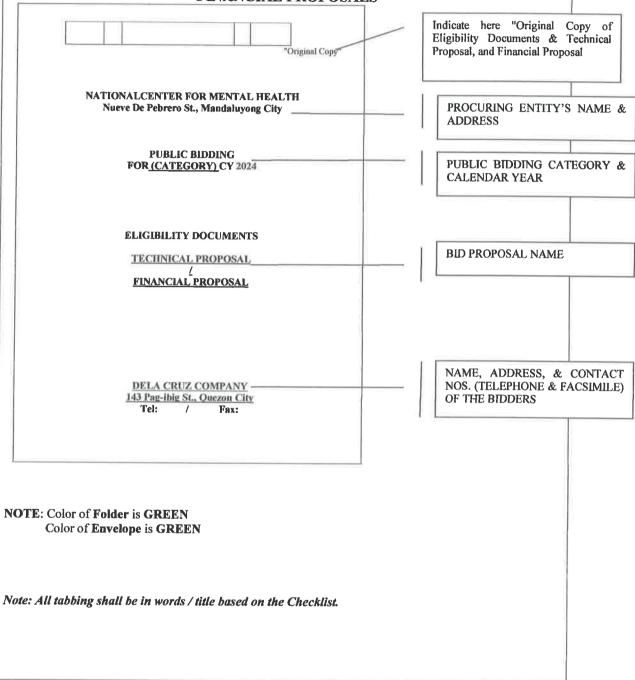






The Eligibility Documents and Technical Proposal combined in one folder and the Financial Proposal in separate Folder (GREEN FOLDER). Each folder with fastener/shoelace on top, with Table of Contents and Tabs (properly labeled according to the checklist for bidders issued).

MARKING FOR ELIGIBILITY/TECHNICAL PROPOSALS / FINANCIAL PROPOSALS



Page 14 of 55







Section IV. General Conditions of Contract ITB No. E-022-2024

Public Bidding for the Supply of Manpower, Labor, Equipment, Materials and Refurbishment of the Sewerage Treatment Plant (LOT) CY 2024

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC).**

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the SCC.

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 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 Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the SCC, Section VII (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

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

6. Liability of the Supplier

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

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.





Section V. Special Conditions of Contract ITB No. E-022-2024

Public Bidding for the Supply of Manpower, Labor, Equipment, Materials and Refurbishment of the Sewerage Treatment Plant (LOT) CY 2024

GCC Clause	
1	Delivery and Documents
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:
	"The delivery terms applicable to this Contract are delivered Sanitation Section, National Center for Mental Health, Mandaluyong City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is Mr. Frederick Felix B. Villaflor.
	Incidental Services –
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:
	a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
	b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
	c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;



- d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- f. [Specify additional incidental service requirements, as needed.]

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts -

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- 1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- 2. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [indicate here the time period specified. If not used indicate a time period of three times the warranty period].

Spare parts or components shall be supplied as promptly as possible, but in any case, within 7 calendar days of placing the order.

Packaging -

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



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

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

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

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

Transportation -

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.





	Intellectual Property Rights –
	The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	Not applicable.
4	The inspections and tests that will be conducted are: 1. The inspections and tests that will be conducted include, but not limited to inspection for the completeness of the requirements in accordance with the required quantity of the procurement requirement and compliance to all parameters of the Technical Specifications/Scope of Work/Terms of Reference at the project site during delivery.





Section VI. Schedule of Requirements ITB No. E-022-2024

Public Bidding for the Supply of Manpower, Labor, Equipment, Materials and Refurbishment of the Sewerage Treatment Plant (LOT) CY 2024

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

	- 5551.7551011		Delivery Site			Delivery Period
Item No.		Qty	OFFICE	FACIL- ITY	ADDRESS	and Terms of Payment
STP- 2024-01	Supply of Manpower, Labor, Equipment, Materials and Refurbishment of the Sewerage Treatment Plant (LOT) CY 2024	1	Sanitation Section	National Center for Mental Health	Nueve de Pebrero St. Mauway, Mandaluyong City	The period of work shall com- mence seven (7) calendar days after the date of the acknowl-
	EXPECTED OUT- PUTS/DELIVERABLES					edgement of the Notice to Pro- ceed (NTP).
	Inception Report which shall include but will not be limited to the following: 1.1. Organization Chart 1.2. Schematic diagram based on existing site conditions 1.3. Project Schedule					The overall duration of the project is Sixty (60) Calendar Days.
	Design and Build Method- ology.					
	3. Detailed Architectural and Engineering Design (DAED), Detailed Cost Estimates & Bill of Quantities (BOQ), Detailed Unit Price Analysis (DUPA), Technical Specifications, Scope of Works (SOW), Proposed & As-built Plans (Signed & Sealed).					
	4. Design and build of Sewage Treatment Plant including the equipment, electro-me- chanical works, electrical works, mechanical works, civil works including STP					





_						
	housing, clearing and exca-					
	vation works, formworks,					
	concrete works, mobiliza-					
	tion and demobilization;		1			
	tion and demodnization,					
	5. Training of STP operator/s					
	to meet the minimum re-					
	quirements.	li .				
	5.1. Understanding of the					
- 1	operations and technol-					
- 1	ogy of the STP					
	5.2. Understanding of certain					
	laboratory procedures to					
- 1	conduct the various tests					
	on wastewater samples.					
	5.3. Knowledge on work-		1			
	ing/operating proce-	1				
- 1	dures of electro-me-					
	chanical components in-					
- 1	stalled in the treatment					
	plant.					
- 1	5.4. Basic knowledge on pre-					
	ventive maintenance of					
	the STP Facility	1		1		
		1		1		
	5.5. Basic knowledge on					
- 1	health and safety in and					
- 1	around the STP Facility					
- 1						
- 1	6. OTHERS:					
	6.1. Provision of Operation					
- 1	and Maintenance Man-					
	ual for the Sewage					
	Treatment Plant;					
	6.2. Two (2) year warranty					
- 1	on labor, parts and elec-		li.			
- 1	tro mechanical equip-					
	ment;					
	6.3. Two (2) month monitor-					
	ing of start-up opera-					
	tions;					
	6.4. Two (2) year quarterly					
	preventive maintenance;					
	6.5. Five (5) year guaranteed					
	on effectivity on system					
	treatment and equip-					
	ment;					
	6.6. Identification and gen-					
	eral information of firms					
	that would handle Pre-		1			
	ventive and Corrective					
	Maintenance of the Sys-		1 1			
	tem;					
	6.7. Identification and gen-]			
	eral information of the					
	vendor of spare parts					
			12 of 55			







within	the	Phili	ppines,
prefera	bly v	vithin	Metro
Manila	or in	local	area.

- 6.8. Application and processing of necessary permits for the operation of the STP (e.g. Building permit, DENR Discharge permit, and etc.)
- 6.9. The water pump shall be of triplex system, soft starter, with manual alternation of pumps.

SEWAGE TREATMENT PLANT REQUIREMENT

1. EFFLUENT STANDARD PARAMETERS

The wastewater effluent from the Sewage Treatment Plant (STP) shall be able to meet the Water Quality Guidelines and General Effluent Standard set by DENR per Administrative Order No. 2016-08 dated May 04, 2016.

2. PROCESS

Oxidation is a process where a chemical substance compound changes or breakdown because of the reaction of oxygen. This science fact is the foundation of Advanced Oxidation Process (AOP) Technology that we use in wastewater treatment where we use Ozone (O3) to oxidize organic and inorganic matter.

Ozone is the most powerful known oxidizer that can almost react to anything it touches. It can also kill many microbiological matters efficiently by destroying their DNA. This powerful compound is highly unstable that makes it very effective to treating wastewater.







			BACONG PILIPINAS	
The process				
a. Mechanical Treatment - The wastewater will pass through the BAR SCREENS where it will separate solid waste (trash) from the wastewater, solid wastes are to be collected to be disposed in a Sanitary Landfill. The wastewater will also pass through the GREASE INTERCEPTOR where the FOGs will be separated from the wastewater by floatation and are also to be collected by a third-party hauler.				
b. Initial Oxidation and Biological Degradation - After mechanical treatment, the wastewater will be collected in an adequately sized EQUALIZATION TANK (EQT Chamber) where it will undergo BIOLOGICAL DEGRADATION by anaerobic digestion. Anaerobic bacteria (that lives without the presence of oxygen) will partially degrade organic and inorganic matter that will reduce BOD, COD, NITRATES and SURFACTANTS, this is called the SEPTIC state of wastewater. After the partial treatment of anaerobic microorganisms, we will now introduce OZONE in the wastewater to start the INITIAL OXIDATION of the wastewater as well as to KILL MICROOGANISMS (FECAL COLIFORM AND TOTAL COLIFORM PARAMETER) up to 90% to remove odour. INTITIAL OXIDATION will oxidize and effectively treats 60-70 percent of				





						BACONG PILIPULA
	BOD, COD, SURFAC-					
	TANTS, AMMONIA, NI-					
	TRATES, PHOSPHATES.				1	
	c. FINAL OXIDATION (AD-			ļ.		
	VANCED OXIDATION					
	PROCESS) - After the					
	wastewater was treated bio-	1				
	logically by anaerobic bac-					
	teria, and chemically by					
	Ozone, the wastewater will		1			
	now pass through the pro-					
	cess of ADVANCED OXI-					
	DATION PROCESS where		1			
	we increase the efficiency					
	of OZONE reaction in the				1	
	wastewater by a series of					
	electromechanical compo-					
	nents that our company de-					
	signed based specifically on					
	the type or characteristics of					
	the wastewater. We have					
	incorporated ADVANCED					
	FILTRATION SYSTEM					
	where it filters out residues					
	that needs to be recirculated					
	in the system for further ox-					
	idation, our filtration sys-					
	tem can last up to 3-5 years					
	before the filter media is in					
	need of replacement. The			l)		
	AOP system ensures all pa-					
	rameters will be treated or		ß			
	1.11 1 1		10			
	p					
	DAO2016-08.					
	2 CADACITY					
	3. CAPACITY					
	The					
	The proposed design is to					
	treat wastewater with the es-					
	timated capacity of 60cu-					
	bic meter per day.					
	A DDE DD CCDCC CDCD					
	4. PRE-PROCESS OPERA-					
	TION					
	Defend to the					
1	Before the conduct of actual			1		
	process operation of the					
	plant, the commissioning					
	procedures have to be fol-					
	lowed, including the com-					
	missioning and test run of					
- 1	equipment, pumps and other					
	mechanical equipment. In all					
	these procedures, the Firm				5	







	BAGONG PROMAS
shall be responsible up to the start-up operation and will assist in the monitoring of parameters.	
5. PLANT MONITORING	
When the STP is in operation, the following parameters shall be monitored on a quarterly basis based on the DENR A.O. # 2016-08. • pH • Color, TCU • Total Suspended Solids,	
mg/L Oil & Grease, mg/L BOD, mg/L Ammonia as NH3-N. mg/L	
 Nitrate as NO3-N, mg/L Phosphate, mg/L Surfactant (Methylene Blue Active Substances), mg/L Fecal Coliform 	
Total Coliform	
For the purpose of compliance with the regulatory body of the government, DENR A.O. # 2016-08 stipulates quarterly monitoring. The corresponding report shall be submitted to EMB-NCR or other regulatory body in the area.	
6. PLANT MAINTE- NANCE	
There has to be a routine maintenance of equipment and items found in the STP including the electric motors, bearings, valves, seals, drives, generators, use of lubricants and protective coatings.	
7. SUBMITTALS Upon the submission of bids, the Contractor shall provide	







the following documents for evaluation: 1. Design Narrative – Write-up on the design including rationale and justification. 2. Horizontal and vertical process flow diagrams 3. Blow-up Plans, 4. Electrical Plans, 5. Mechanical Plans, 6. Sanitary/Plumbing Plans, TIME FRAME The period of work shall commence seven (7) days after the date of the acknowledgement of the Notice to Proceed.					
The overall duration of the project is Sixty (60) Calendar Days.					
1	CONFORME:				
	(Company Name)				
(Name and S	Signature of Authorized Representative)				







Section VII. Technical Specifications ITB No. E-022-2024

INSTRUCTION: 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 Bidders 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 provisions of ITB Clause 3.1(a) (ii) and/or GCC Clause 2.1(a)(ii).

Public Bidding for the Supply of Manpower, Labor, Equipment, Materials and Refurbishment of the Sewerage Treatment Plant (LOT) CY 2024

Bidder's Prop Brand Name:		Year & Model:	
Specifica- tion	Particular Requirements	Statement of Compliance	Supporting Documents for the Statement of Compliance (if applicable)
EXPECTED OUTPUTS / DELIVERA- BLES	Inception Report which shall include but will not be limited to the following: 1.1. Organization Chart 1.2. Schematic diagram based on existing site conditions		
	1.3. Project Schedule		
	2. Design and Build Methodology.		
	3. Detailed Architectural and Engineering Design (DAED), Detailed Cost Estimates & Bill of Quantities (BOQ), Detailed Unit Price Analysis (DUPA), Technical Specifications, Scope of Works (SOW), Proposed & As-built Plans (Signed & Sealed).		
	4. Design and build of Sewage Treatment Plant including the equipment, electro-mechanical		







works, electrical works, mechanical works, civil works including STP housing, clearing and excavation works, formworks, concrete works, mobilization and demobilization	
5. Training of STP operator/s to meet the minimum requirements.5.1. Understanding of the operations and technology of the STP	
5.2. Understanding of certain laboratory procedures to conduct the various tests on wastewater samples.	
5.3. Knowledge on working/operating procedures of electro-mechanical components installed in the treatment plant.	
5.4. Basic knowledge on preventive maintenance of the STP Facility	
5.5. Basic knowledge on health and safety in and around the STP Facility	
6. OTHERS: 6.1. Provision of Operation and Maintenance Manual for the Sewage Treatment Plant;	
6.2. Two (2) year warranty on labor, parts and electro mechanical equipment;	
6.3. Two (2) month monitoring of start-up operations;	
6.4. Two (2) year quarterly preventive maintenance;	
6.5. Five (5) year guaranteed on effectivity on system treatment and equipment;	
6.6. Identification and general information of firms that	









	would handle Preventive and Corrective Maintenance of the System;	
	6.7. Identification and general information of the vendor of spare parts within the Philippines, preferably within Metro Manila or in local area.	
	6.8. Application and processing of necessary permits for the operation of the STP (e.g. Building permit, DENR Discharge permit, and etc.)	
	6.9. The water pump shall be of triplex system, soft starter, with manual alternation of pumps.	
SEWAGE TREATMENT PLANT RE- QUIREMENT	1. EFFLUENT STANDARD PARAMETERS The wastewater effluent from the Sewage Treatment Plant (STP) shall be able to meet the Water Quality Guidelines and General Effluent Standard set by DENR per Administrative Order No. 2016-08 dated May 04, 2016.	
	2. PROCESS Oxidation is a process where a chemical substance or compound changes or breakdown because of the reaction of oxygen. This science fact is the foundation of Advanced Oxidation Process (AOP) Technology that we use in wastewater treatment where we use Ozone (O3) to oxidize organic and inorganic matter.	
	Ozone is the most powerful known oxidizer that can almost react to anything it touches. It can also kill many microbiological matters efficiently by destroying their DNA. This powerful compound is	







	BACONO PRIPRIAS
highly unstable that makes it very effective to treating wastewater.	
The process	
a. Mechanical Treatment - The wastewater will pass through the BAR SCREENS where it will separate solid waste (trash) from the wastewater, solid wastes are to be collected to be disposed in a Sanitary Landfill. The wastewater will also pass through the GREASE INTER-CEPTOR where the FOGs will be separated from the wastewater by floatation and are also to be collected by a third-party hauler.	
b. Initial Oxidation and Biological Degradation - After mechanical treatment, the wastewater will be collected in an adequately sized EQUALIZATION TANK (EQT Chamber) where it will undergo BIOLOGICAL DEGRADATION by anaerobic digestion. Anaerobic bacteria (that lives without the presence of oxygen) will partially degrade organic and inorganic matter that will reduce BOD, COD, NITRATES and SURFACTANTS, this is called the SEPTIC state of wastewater. After the partial treatment of anaerobic microorganisms, we will now introduce OZONE in the wastewater to start the INITIAL OXIDATION of the wastewater as well as to KILL MICROOGANISMS (FECAL COLIFORM AND TOTAL COLIFORM PARAMETER) up to 90% to remove odour. INTITIAL OXIDATION will oxidize and effectively treats 60-70 percent of BOD, COD, SURFACTANTS, AMMONIA, NITRATES, PHOS-PHATES.	





	c. FINAL OXIDATION (AD-VANCED OXIDATION PROCESS) - After the wastewater was treated biologically by anaerobic bacteria, and chemically by Ozone, the wastewater will now pass through the process of ADVANCED OXIDATION PROCESS where we increase the efficiency of OZONE reaction in the wastewater by a series of electromechanical components that our company designed based specifically on the type or characteristics of the wastewater. We have incorporated ADVANCED FILTRATION SYSTEM where it filters out residues that needs to be recirculated in the system for further oxidation, our filtration system can last up to 3-5 years before the filter media is in need of replacement. The AOP system ensures all parameters will be treated or oxidized and pass DAO2016-08.	
3.	CAPACITY The proposed design is to treat wastewater with the estimated capacity of 60cubic meter per day.	
4.	Before the conduct of actual process operation of the plant, the commissioning procedures have to be followed, including the commissioning and test run of equipment, pumps and other mechanical equipment. In all these procedures, the Firm shall be responsible up to the start-up operation and will assist in the monitoring of parameters.	
5.	PLANT MONITORING When the STP is in operation, the following parameters shall	







be monitored on a quarterly basis based on the DENR A.O. # 2016-08. • pH • Color, TCU • Total Suspended Solids, mg/L • Oil & Grease, mg/L • BOD, mg/L • Ammonia as NH3-N. mg/L • Nitrate as NO3-N, mg/L • Phosphate, mg/L • Surfactant (Methylene Blue Active Substances), mg/L • Fecal Coliform • Total Coliform	
For the purpose of compliance with the regulatory body of the government, DENR A.O. # 2016-08 stipulates quarterly monitoring. The corresponding report shall be submitted to EMB-NCR or other regulatory body in the area.	
6. PLANT MAINTENANCE There has to be a routine maintenance of equipment and items found in the STP including the electric motors, bearings, valves, seals, drives, generators, use of lubricants and protective coatings.	
 SUBMITTALS Upon the submission of bids, the Contractor shall provide the following documents for evaluation: Design Narrative – Write-up on the design including rationale and justification. 	
Horizontal and vertical process flow diagrams	
3. Blow-up Plans,	
4. Electrical Plans,	







	5. Mechanical Plans,		
	6. Sanitary/Plumbing Plans		
TIME FRAME	The period of work shall commence seven (7) days after the date of the acknowledgement of the Notice to Proceed.		
	The overall duration of the project is Sixty (60) Calendar Days.		
	CONFOR	ME:	
	(Company N	'ame)	
	(Name and Signature of Auth	orized Representative	e)





Section VIII. Checklist of Technical and Financial Documents ITB No. E-022-2024

Public Bidding for the Supply of Manpower, Labor, Equipment, Materials and Refurbishment of the Sewerage Treatment Plant (LOT) CY 2024

Instructions:

1. A bidder must submit one (1) original during submission and opening of bids and two (2) additional copies of the original are requested to be submitted on the submission of the additional requirements for post qualification. All documents shall be current and updated. (Note: Supplier's may submit (2) additional copies during Submission and Opening of Bids)

2. The "ORIGINAL" copy of the bid form shall be typed or written in ink and shall be signed by the

bidder or its duly authorized representative.

3. To facilitate the evaluation of the bids, bidders are advised to compile the documents in two (2) separate folders (i.e., one for Eligibility/Technical Documents and another for Financial Documents), properly labelled and tabbed, and following the sequence provided herein.

4. All Legal Documents and Supplier's Audited Financial Statements must be Certified True Copy (CTC).

Class "A" Documents

I. TECHNICAL COMPONENT ENVELOPE

LIES	ui Do	suments
	(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
		And
	(b)	Registration certificate from Securities and Exchange Commission (SEC), Depart-
		ment of Trade and Industry (DTI) for sole proprietorship, or Cooperative Develop-
		ment 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).
Teci	hnical	Documents
	(e)	Statement of the prospective bidder of all its ongoing government and private con-
		tracts, 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), within the
		past two (2) years prior to the date of submission and receipt of bids, similar to the
		contract to be bid, except under conditions provided for in Sections 23.4.1.3 (a) and
		23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as pro-
		vided in the Bidding Documents; and

Page 36 of 55



II.



	(g)	Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
		Original copy of Notorized Rid Securing Dealersting and
		Original copy of Notarized Bid Securing Declaration; and
	(h)	Conformity with the Technical Specifications, which may include production/deliv-
		ery 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.
Fin	nancia	d 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; (CY 2023 with
	(1.)	comparative statement CY 2023 and CY 2022) and
	(k)	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
		<u>or</u>
		A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.
	445	Class "B" Documents
	(1)	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.
FIN.	ANCI	AL COMPONENT ENVELOPE
	(m)	Original of duly signed and accomplished Financial Bid Form; and
	(n)	Original of duly signed and accomplished Price Schedule(s).
Oth		umentary requirements under RA No. 9184 (as applicable)
L.J	(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.

Page 37 of 55

National Center for Mental Health Bidding Documents for Equipment



may ?





Annex A

List of Items ITB No. E-022-2024

Public Bidding for the Supply of Manpower, Labor, Equipment, Materials and Refurbishment of the Sewerage Treatment Plant (LOT) CY 2024

ITEM CODE	ITEM DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL PRICE
STP- 2024-01	Supply of Manpower, Labor, Equipment, Materials and Refur- bishment of the Sewerage Treat- ment Plant (LOT) CY 2024	1	lot	₱ 7,000,000.00	₱ 7,000,000.00
	EXPECTED OUTPUTS/DELIVERA- BLES				
	 Inception Report which shall include but will not be limited to the following: Organization Chart Schematic diagram based on existing site conditions Project Schedule 				
	2. Design and Build Methodology.				
	3. Detailed Architectural and Engineering Design (DAED), Detailed Cost Estimates & Bill of Quantities (BOQ), Detailed Unit Price Analysis (DUPA), Technical Specifications, Scope of Works (SOW), Proposed & As-built Plans (Signed & Sealed).				
	4. Design and build of Sewage Treatment Plant including the equipment, electromechanical works, electrical works, mechanical works, civil works including STP housing, clearing and excavation works, formworks, concrete works, mobilization and demobilization;				
	5. Training of STP operator/s to meet the minimum requirements.5.1. Understanding of the operations and technology of the STP				





	MASONG PULIPERAS
 5.2. Understanding of certain laboratory procedures to conduct the various tests on wastewater samples. 5.3. Knowledge on working/operating procedures of electro-mechanical components installed in the treatment plant. 5.4. Basic knowledge on preventive maintenance of the STP Facility 5.5. Basic knowledge on health and safety in and around the STP Facility 6. OTHERS: 6.1. Provision of Operation and Mainte- 	MASONG PILIPPINAS
nance Manual for the Sewage Treatment Plant; 6.2. Two (2) year warranty on labor, parts and electro mechanical equip-	
ment; 6.3. Two (2) month monitoring of start- up operations; 6.4. Two (2) year quarterly preventive maintenance; 6.5. Five (5) year guaranteed on effec-	
tivity on system treatment and equipment; 6.6. Identification and general information of firms that would handle Preventive and Corrective Mainte-	
nance of the System; 6.7. Identification and general information of the vendor of spare parts within the Philippines, preferably within Metro Manila or in local area.	
 6.8. Application and processing of necessary permits for the operation of the STP (e.g. Building permit, DENR Discharge permit, and etc.) 6.9. The water pump shall be of triplex system, soft starter, with manual alternation of pumps. 	
SEWAGE TREATMENT PLANT REQUIREMENT	
1. EFFLUENT STANDARD PARAMETERS	
The wastewater effluent from the Sewage Treatment Plant (STP) shall be able to meet the Water Quality Guidelines and General Effluent Standard set by DENR	





per Administrative Order No. 2016-08 dated May 04, 2016.

2. PROCESS

Oxidation is a process where a chemical substance or compound changes or breakdown because of the reaction of oxygen. This science fact is the foundation of Advanced Oxidation Process (AOP) Technology that we use in wastewater treatment where we use Ozone (O3) to oxidize organic and inorganic matter.

Ozone is the most powerful known oxidizer that can almost react to anything it touches. It can also kill many microbiological matters efficiently by destroying their DNA. This powerful compound is highly unstable that makes it very effective to treating wastewater.

The process

- a. Mechanical Treatment The wastewater will pass through the BAR SCREENS where it will separate solid waste (trash) from the wastewater, solid wastes are to be collected to be disposed in a Sanitary Landfill. The wastewater will also pass through the GREASE INTERCEPTOR where the FOGs will be separated from the wastewater by floatation and are also to be collected by a third-party hauler.
- b. Initial Oxidation and Biological Degradation - After mechanical treatment, the wastewater will be collected in an adequately sized EQUALIZATION TANK (EQT Chamber) where it will undergo BI-OLOGICAL DEGRADATION by anaerobic digestion. Anaerobic bacteria (that lives without the presence of oxygen) will partially degrade organic and inorganic matter that will reduce BOD, COD, NITRATES and SURFACTANTS, this is called the SEPTIC state of wastewater. After the partial treatment of anaerobic microorganisms, we will now introduce OZONE in the wastewater to start the INITIAL OXIDATION of





the wastewater as well as to KILL MICROOGANISMS (FECAL COLIFORM AND TOTAL COLI-FORM PARAMETER) up to 90% to remove odour. INTITIAL OXI-DATION will oxidize and effectively treats 60-70 percent of BOD, COD, SURFACTANTS, AMMO-NIA, NITRATES, PHOSPHATES.

c. FINAL **OXIDATION** (AD-VANCED OXIDATION PRO-CESS) - After the wastewater was treated biologically by anaerobic bacteria, and chemically by Ozone, the wastewater will now pass through the process of AD-VANCED OXIDATION PRO-CESS where we increase the efficiency of OZONE reaction in the wastewater by a series of electromechanical components that our company designed based specifically on the type or characteristics of the wastewater. We have incorporated ADVANCED FILTRATION SYS-TEM where it filters out residues that needs to be recirculated in the system for further oxidation, our filtration system can last up to 3-5 years before the filter media is in need of replacement. The AOP system ensures all parameters will be treated or oxidized and pass DAO2016-08.

3. CAPACITY

The proposed design is to treat wastewater with the estimated capacity of 60cubic meter per day.

4. PRE-PROCESS OPERATION

Before the conduct of actual process operation of the plant, the commissioning procedures have to be followed, including the commissioning and test run of equipment, pumps and other mechanical equipment. In all these procedures, the Firm shall be responsible up to the startup operation and will assist in the monitoring of parameters.

Page 41 of 55

5. PLANT MONITORING



When the STP is in operation, the following parameters shall be monitored on a quarterly basis based on the DENR A.O. # 2016-08.

- pН
- Color, TCU
- Total Suspended Solids, mg/L
- Oil & Grease, mg/L
- BOD, mg/L
- Ammonia as NH3-N. mg/L
- Nitrate as NO3-N, mg/L
- Phosphate, mg/L
- Surfactant (Methylene Blue Active Substances), mg/L
- Fecal Coliform
- **Total Coliform**

For the purpose of compliance with the regulatory body of the government, DENR A.O. # 2016-08 stipulates quarterly monitoring. The corresponding report shall be submitted to EMB-NCR or other regulatory body in the area.

6. PLANT MAINTENANCE

There has to be a routine maintenance of equipment and items found in the STP including the electric motors, bearings, valves, seals, drives, generators, use of lubricants and protective coatings.

7. SUBMITTALS

Upon the submission of bids, the Contractor shall provide the following documents for evaluation:

- 1. Design Narrative Write-up on the design including rationale and justification,
- 2. Horizontal and vertical process flow diagrams,
- 3. Blow-up Plans,
- 4. Electrical Plans.
- 5. Mechanical Plans,
- 6. Sanitary/Plumbing Plans.

TIME FRAME

The period of work shall commence seven (7) days after the date of the acknowledgement of the Notice to Pro-

Page 42 of 55





The overall duration of the project is Sixty (60) Calendar Days.	0,000.00	

Submitted by:

FREDERICK FELIX B. VILLAFLOR, MPA

End-user Sanitation Section

Recommending Approval:

ALDEN C. CUYOS MD FPPA, IFAPA, MMHoA

Chairperson, BAC for Equipment

Approved by:

SGD.
NOEL V. REYES, MD, FPPA, MMHoA
Medical Center Chief II



Annex B

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

	Bid Form
	Date: Project Identification No.:
	Project Identification No. :
To: [name and	d address of Procuring Entity]
Supplemental of acknowledged, Goods] in configures] or the and other bid m part of this Bid [specify the app	examined the Philippine Bidding Documents (PBDs) including the or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly we, the undersigned, offer to [supply/deliver/perform] [description of the formity with the said PBDs for the sum of [total Bid amount in words and total calculated bid price, as evaluated and corrected for computational errors, odifications in accordance with the Price Schedules attached herewith and made. The total bid price includes the cost of all taxes, such as, but not limited to: plicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, iscal levies and duties], which are itemized herein or in the Price Schedules,
If our B	id is accepted, we undertake:
a. t	to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
b. t	o provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
c. t	o abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us any time before the expiration of that period.
Commis	his paragraph if Foreign-Assisted Project with the Development Partner: sions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, execution if we are awarded the contract, are listed below:
Name and addre	ess Amount and Purnose of

Name and address Amount and Purpose of

of agent Currency Commiss	sion or gratuity
(if none, state "None")]	

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.





We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of [name of the bidder] as evidenced by the attached [state the written authority].

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name:	
Legal capacity:	
Signature:	
Duly authorized to sign the Bid for and behalf of:	
Date:	



Annex C

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

REPUBLIC OF THE PHILIPPINES)	
CITY OF) S.S.

BID SECURING DECLARATION Project Identification No.: [Insert number]

To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
- 2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f),of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
- 3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - I am/we are declared ineligible or post-disqualified upon receipt of your notice to such
 effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a
 waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

[Format shall be based on the latest Rules on Notarial Practice]

Page 46 of 55

National Center for Mental Health Bidding Documents for Equipment





Annex D

Name of	the Procuring Entit	у		Project Reference NumberName of the Project				
					Location of the	Project		
Business N	List of all O		but not yet s	larted	Contracts inclu	ding Contra	acts Award	ded
Business A	ddress:			_				
Name of Contract / Project Cost	a. Owner's Name b. Address c. Telephone No.	Nature of Work	Bidder's R	ole	a. Date Awarded b. Date Started c. Date of		Of lishment	Value of Outstanding Works / Undelivered Portion
Government			Description	%	Completion	Planned	Actual	1 Of tion
<u>Private</u>								
1. No 2. Sal	This statement sha tice of Award and / les Invoices (Private	or Contracts)	(Government a				,	
Desig	nation							
Date	:							





Annex E

			Lo	cation	of the Project	
Stat Stateme	ement Single Largest ent of Single Largest (Completed Co	ontract Gover ntract which i	nment s simil	and Private Cor ar in nature for	itracts the past 2 years
Busines: Busines:	-					
Name of Contract	a. Owner's Name b. Address c. Telephone No.	Nature of Work	Bidder's F	Role	a. Amount of Award b. Amount at	a. Date Awarded b. Contract Effectivit
overnment	с. тенерионе No.		Description	%	Completion c. Duration	c. Date Completed
ivate						
1. Notice	s statement shall be sur of Award and/or Contractivoice (Private Contractivo	act (Governme	nt and Private	Contra	cts)	
Submitted	l by :	gnature Above	Printed Name)			



Annex F

Price Schedule for Goods Offered from Within the Philippines [shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

vame	of Bidder				Project ID No			Page _	_of
1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8	Total Price delivered Final Destination (col 9) x (col 4)
ame:									
gnatu	ıre:								





Annex G

Price Schedule for Goods Offered from Abroad [shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad Name of Bidder _____ Project ID No. ____ Page ___ of ___ 2 3 4 5 6 7 9 Item Description Country Quantity Unit price CIF Total CIF Unit Price Unit price **Total Price** of origin Delivered Delivered port of entry or CIP delivered Duty Unpaid Duty Paid (specify port) or DDP price per (DDU) (DDP) (col 4 x 8) CIP named place item (specify border (col. 4 x point or place of destination) Name: _____ Legal Capacity: _____ Signature: Duly authorized to sign the Bid for and behalf of:



Annex H

Omnibus Sworn Statement (Revised) [shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)	
CITY/MUNICIPALITY OF) S.S.	

AFFIDAVIT

- I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:
- 1. [Select one, delete the other:]

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. [Select one, delete the other:]

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)];

- 3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
- Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy
 of the original, complete, and all statements and information provided therein are true and correct;
- 5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
- 6. [Select one, delete the rest:]

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and





the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- 9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have her	reunto set my hand this	day of	. 20	at	
Philippines.			_,	_	

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affian

[Format shall be based on the latest Rules on Notarial Practice]



Annex I

Note: Should be printed on Legal Size Paper

CONTRACT AGREEMENT

THIS AGREEMENT made the ____ day of ____ 20__ between NATIONAL CENTER FOR MENTAL HEALTH of the Philippines (hereinafter called "the Entity" of the one part and [name of supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly Public Bidding for the Supply of Manpower, Labor, Equipment, Materials and Refurbishment of the Sewerage Treatment Plant (LOT) CY 2024 and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures in specified currency] (hereinafter called "the Contract Price").

NOW THIS AGREEEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - i. The Philippine Bidding Documents (PBDs);
 - 1. Schedule of Requirements;
 - 2. Technical Specifications;
 - 3. General and Special Conditions of Contract; and
 - 4. Supplemental or Bid Bulletin, if any
 - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents 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;

- iii. Performance Security:
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed and Warranty Security, shall likewise form part of the Contract.



- 3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *Supply, Delivery, Testing, and Commissioning of Various Brand-new Transportation Vehicles CY 2024 in accordance with his/her/its Bid.*
- 4. The NATIONAL CENTER FOR MENTAL HEALTH agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

NOEL V. REYES, MD, FPPA, MMHoA

[Insert Name and Signature]

Medical Center Chief II

[Insert Signatory's Legal Capacity]

for:

for:

National Center for Mental Health

[Insert Name of Supplier]

SIGNED IN THE PRESENCE OF:

[Witness from Supplier]

RIC B. CABRADILLA, CPA Chief – Accounting Section

JERRY C. RODRIGUEZ, MGM-ESP Chief – Hospital Operations and Patient Support Service

Acknowledgement

[Forma shall be based on the latest Rules on Notarial Practice]

