



National Center for Mental Health

BIDS AND AWARDS COMMITTEE INVITATION FOR NEGOTIATED PROCUREMENT (TWO-FAILED BIDDING)

DRUGS AND MEDICINES (SERVICE PATIENT) CY 2020

1. The National Center for Mental Health (NCMH) Bids and Awards Committee (BAC) intends to procure for the DRUGS AND MEDICINES (Service Patient) CY 2020 with an Approved Budget for the Contract (ABC) in accordance with Section 53.1 of the Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as the "Government Procurement Reform Act."

CATEGORY	APPROVED BUDGET OF THE CONTRACT (ABC)
DRUGS AND MEDICINES (Service Patient)	PHP 15,853,611.01
TOTAL	PHP15,853,611.01

2. The NCMH, through its Bids and Awards Committee (BAC), now invites technically, legally, and financially capable suppliers / contractor for Drugs and Medicines (Service Patient)
3. The procurement procedure for these requirements is Negotiated Procurement pursuant to Section 53.1 of the revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9183, otherwise known as the "Government Procurement Reform Act", including Annex H thereof.

The BAC will engage in negotiations with a sufficient number of suppliers to ensure effective competition. The selection of the successful offer shall be based on the best and final offer that will be submitted on the specified date shown below, and which would meet the minimum technical specifications required.

4. Interested Bidder may obtain further information from the BAC Secretariat at the address given below from September 16 to October 01, 2020, Monday to Friday, at 8:00 AM to 5:00PM.

"There is no Health without Mental Health"



5. The Schedule of bidding (Negotiated procurement) is herein stated below:

ACTIVITY	SCHEDULE/VENUE
PRE-PROCUREMENT CONFERENCE	September 11, 2020 (Friday) - 2:00 PM BAC Conference Room, NCMH Compound
1. ISSUANCE AND AVAILABILITY OF NEGOTIATION DOCUMENTS	September 16, 2020 (Wednesday) Monday – Friday (8:00AM – 4:00PM) Procurement and BAC Office
2. PRE-NEGOTIATION CONFERENCE	September 21, 2020 (Monday) -9:00 AM BAC Conference Room, NCMH Compound
3. SUBMISSION & OPENING OF NEGOTIATION DOCUMENTS (PROPOSAL)	October 2, 2020(Friday) - 9:00 AM BAC Conference Room, NCMH Compound
4. APPROVAL OF RESOLUTION / ISSUANCE OF NOTICE OF AWARD	October 5, 2020
5. ISSUANCE OF NOTICE TO PROCEED	October 8, 2020

6. Interested bidders shall submit the following documents in sealed envelopes, labeled as “Negotiated Documents”, with the title of the procurement project, name of the bidder, address of the bidder, and contract of the bidder, addressed to the undersigned:

ELIGIBILITY DOCUMENTS

Class “A” Documents

A. LEGAL DOCUMENTS

1. **Registration Certificate from Philippine Government Electronic Procurement System (PhilGEPS) – Platinum Membership; or**
2. **BUSINESS REGISTRATION CERTIFICATE** from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration as stated in the BDS; and
3. **MAYOR’S PERMIT** (valid and current) issued by the city or municipality where the principal place of business of the prospective bidder is located; and
4. **TAX CLEARANCE CERTIFICATE** (valid and current) for Bidding Purposes, per Executive Order No. 398, s. 2005, as finally reviewed and approved by BIR.

B. TECHNICAL DOCUMENTS

1. Statement of **ALL ITS ON-GOING 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, using the form prescribed: (Annex I);

This statement shall be supported with:

Notice of Award or Notice to Proceed or Contract issued by the owners.

**All spaces should be filled up with correct information.*

2. Statement of the Bidder's **SINGLE LARGEST COMPLETED CONTRACT (SLCC)*** *similar* to the contract to be bid, in accordance with ITB Clause 5.4 and using the form prescribed in (Annex II).

NOTE: Similar project refers to "Drugs and Medicines" costing at least twenty five percent (25%) of the ABC.

This statement shall be supported with:

1. Notice of Award *or* Purchase Order *or* Contract issued by the owners.

**All spaces should be filled up with correct information.*

3. **BID SECURITY** in any of the following form:

(3.1) Notarized Bid Securing Declaration, using the form prescribed in (Annex III); or

(3.2) Cash, Cashier's/Manager's Check, issued by a Universal or Commercial Bank (not less than 2% of the ABC); or

(3.3) Bank Draft/Guarantee or an irrevocable Letter of Credit issued by a Universal or Commercial Bank, or by a foreign bank but shall be accompanied by a confirmation from a Universal or Commercial Bank (not less than 2% of the ABC); *or*

(3.4) Surety Bond, callable upon demand [issued by a surety or insurance company, with a certification from the Insurance Commission as authorized to issue such instrument](not less than 5% of the ABC).

4. Duly signed Schedule of Requirements (Annex IV)

5. Conformity to **TECHNICAL SPECIFICATIONS**, using the prescribed form (Annex V) of the Bidding Documents and showing compliance to each item description provided for by NCMH;

(5.1) Current and Valid Certificate of Product Registration (CPR) from FDA

(5.2) Current and Valid License to Operate (LTO) from FDA

(5.3) Current and Valid Certificate of Distributorship (*if applicable*)

(5.4) Notarized LETTER OF ASSURANCE as to the availability of stock and prompt delivery of goods.

(5.5) Certificate of Performance. For current supplier, it shall be issued by the Chief of Material Management section (MMS) of NCMH for the current year. For non-current supplier, certificate issued from other hospitals or agencies are acceptable.

6. Notarized **OMNIBUS SWORN STATEMENT** in accordance with Section 25.3 of the IRR of RA 9184, using the form prescribed in (Anne VI)

CLASS "B" DOCUMENTS: IF APPLICABLE —

JOINT VENTURE AGREEMENT (JVA), in case the joint venture is already in existence; or In the absence of a JVA, Duly Notarized Statements (i.e., Protocol/Undertaking of Agreement) from all the potential joint venture partners should be included in the bid, stating: That, they will enter into and abide by the provisions of the JVA in the event that the bid is successful; and That, failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security (Section 23.1(b) of the 2016 Revised IRR).

NOTES:

- (a) The JVA or the Protocol must specify the company/partner and the name of the office designated as the authorized representative of the joint venture.
- (b) Each partner of the joint venture shall submit their respective Legal (I.A)- Eligibility Documents.
- (c) The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance: Provided that, the partner responsible to submit the NFCC shall likewise submit the Statement of all of its ongoing contracts and latest Audited Financial Statements.

*****IF NOT APPLICABLE INDICATE IN A SEPARATE SHEET WITH TABBING THAT JOINT VENTURE AGREEMENT IS NOT APPLICABLE*****

OTHER DOCUMENTARY REQUIREMENTS UNDER RA NO. 9184 (as applicable)

7. [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.

8. Certification from the DTI if the bidder claims preference as a Domestic Bidder or domestic Entity

C. FINANCIAL DOCUMENTS

1. **AUDITED FINANCIAL STATEMENTS (For CY 2019 and 2018)** showing among others the 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 date of bid submission. Attach a copy of the corresponding **INCOME TAX RETURNS for each AFS submitted (BIR 1701 or 1702 – RT or the equivalent)** filed and paid thru BIR's Electronic Filing and Payment System (eFPS).

***** Include as attachment to the ITR the eFPS page containing the filing reference number and the page showing successful payment (if applicable)*****

2. Duly signed **NET FINANCIAL CONTRACTING CAPACITY (NFCC) COMPUTATION**, in accordance with ITB Clause 5.5, or a commitment from a Universal or Commercial Bank to extend a Credit Line in favor of the prospective bidder if awarded the contract to be bid

FINANCIAL PROPOSAL

1. Duly signed and completed **FINANCIAL BID FORM. (Annex VII)** and
 2. Duly signed and completed **PRICE SCHEDULE FORM (Annex VIII)**
7. The NCMH-BAC reserves the right to accept or reject any proposal and to terminate the procurement process at any time prior to the awarding of contract, without thereby incurring any liability to the affected Suppliers / Contractors.

Instructions:

1. The three (3) copies of Eligibility Documents and Technical Proposal combined in one folder and three (3) copies of the Financial Proposal in separate Folder (Indicate: Original, First or Second Copy) in a **BLUE FOLDER**. Each folder with fastener on top, with Table of Contents and Tabs (properly labeled according to the checklist for bidders issued).

Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO. ___ - TECHNICAL COMPONENT" and "COPY NO. ___ - FINANCIAL COMPONENT" and the outer envelope as "COPY NO. ___", respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope (mother envelope).

2. A bidder must submit one (1) original (i.e., "ORIGINAL") and two (2) additional copies of the original (i.e., "COPY NO. 1" and "COPY NO. 2". All documents shall be current and updated.
3. 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.
4. 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 labeled and tabbed, and following the sequence provided herein.

Note well:

1. Any missing, incomplete, or patently insufficient document in the above-mentioned checklist shall be considered "FAILED" (as per Rule IX, Sec. 30.1 of R.A. No. 9184).
2. In case of discrepancies between this checklist and the bidding documents the latter shall prevail.
3. Bidders / who previously participated during the Public Bidding & Public Re-Bidding for Drugs and Medicines (Service Patient) CY 2020 **need not to pay the negotiation documents.**

SGD

VICTOR GERARDO E. PUNDAVELA, MD, FPOA, FPCS, MMHoA

Vice-Chairperson, BAC for Goods CY 2020

TERMS AND CONDITIONS:

1. The Official Forms / Annexes must be duly signed by the bidder or by the authorized representative. All entries must be typewritten or must be legible, if handwritten.
2. The attached Technical Specifications shall be an integral part of the terms and conditions of the contract.
3. Price quotation/s, to be denominated in the Philippines peso shall include all taxes, duties and/or levies payable.
4. Quotations exceeding the Approved Budget for the Contract shall be rejected.
5. Award of contract shall be made to the quotation which complies with the minimum technical specifications and other terms and conditions stated herein.
6. Offer may be accepted immediately or after some negotiations by NCMH Bids and Awards Committee for Services and Consultancy.
7. Any alterations, erasures or overwriting shall be valid only if done prior to the scheduled Submission and Opening of Negotiation Documents and only if, they are signed or initialed by the duly authorized representative/s.
8. The NCMH shall have the right to inspect and/or to test the goods and services to confirm their conformity to the technical specifications.
9. Liquidated damages equivalent to one tenth (1/10) of one percent (1%) of the value of the goods and services not delivered within the prescribed delivery period shall be imposed per day of delay. The NCMH BAC shall rescind the contract once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, without prejudice to other courses of action and remedies open to it.