

**BIDS AND AWARDS COMMITTEE**  
**INVITATION FOR NEGOTIATED PROCUREMENT**  
**(TWO-FAILED BIDDING)**  
**HOSPITAL FOOD SERVICE FOR THE PROVISION OF SERVICE USERS’**  
**MEAL - NCMH NDS MAIN FACILITY CY 2023**

1. The National Center for Mental Health (NCMH) Bids and Awards Committee (BAC) intends to procure for the HOSPITAL FOOD SERVICE FOR THE PROVISION OF SERVICE USERS’ MEAL – NCMH NDS MAIN FACILITY CY 2023 with an Approved Budget for the Contract (ABC) of Two Hundred Fifty-One Million Four Hundred Eighty-Four Thousand Seven Hundred Fifty Pesos (Php 251,484,750.00) 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.”
2. The NCMH, through its Bids and awards committee (BAC), now invites technically, legally, and financially capable suppliers / contractor for the said Food Service.
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 March 28 – March 31, 2023, Monday to Friday, at 8:00 AM to 4:00PM.
5. The Schedule of bidding (Negotiated procurement) is herein stated below:

ACTIVITY	SCHEDULE/VENUE
PRE-PROCUREMENT CONFERENCE	March 21, 2023 (09:00AM) (Tuesday) BAC Conference Room, NCMH Compound
1. PRE-NEGOTIATION CONFERENCE	March 23, 2023 (Thursday, 9:00AM) BAC Conference Room, NCMH Compound
2. ISSUANCE AND AVAILABILITY OF NEGOTIATION DOCUMENTS	March 28 – March 31, 2023 (9:00 AM) Monday – Friday (8:00AM – 4:00PM) Procurement and BAC Office
3. SUBMISSION & OPENING OF NEGOTIATION DOCUMENTS (PROPOSAL)	March 31, 2023 (Friday, 9:00AM) BAC Conference Room, NCMH Compound
4. APPROVAL OF RESOLUTION / ISSUANCE OF NOTICE OF AWARD	April 3, 2023
5. ISSUANCE OF NOTICE TO PROCEED	April 4, 2023

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) PhilGEPS Certificate of Registration with Annex A or Class "A" eligibility documents:

- Registration Certificate (DTI Certificate or SEC Certificate)
- Current and valid Mayors/Business Permit
- Tax Clearance per Executive Order No. 398, series of 2005, as finally reviewed and approved

(b) 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.*

(c) 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: **(Annex II)**.

**NOTE:** Similar project refers to "Food Service", costing at least fifty percent (50%) of the ABC

This statement shall be supported with:

- a) **Notice of Award or Purchase Order or Contract** issued by the owners.
- b) **Project Owner's Certificate of Final Acceptance, or the Certificate of Completion**, which must be at least satisfactory. In case of contracts with the private sector, an equivalent document shall be submitted.

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

**(d) FINANCIAL DOCUMENTS**

a) **AUDITED FINANCIAL STATEMENTS (For CY 2021 and 2020)** 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. Attached a copy of the latest Annual Income or Business Tax Returns filed and paid thru BIR's Electronic Filing and Payment System (eFPS).

b) 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.

(e) **BID SECURITY** in prescribed form and validity period may be in any of the following:

- Cash or Cashier's / Manager's check issued by a Universal or Commercial Bank - (2% of the ABC of the bided item/s); or
- Bank draft / guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank, Provided however, that it shall be confirmed or authenticated

by a universal or commercial bank, if issued by a foreign bank - (2% of the ABC of the bided item/s); or

- Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security - (5% of the ABC of the bided item/s); or
  - Bid Securing Declaration, using the form prescribed in the Bidding Documents; (ANNEX III)
- (f) Compliance with Schedule of Requirements (**Annex IV**)
- (g) Compliance with Technical Specifications (**Annex V**)
- (h) **Notarized OMNIBUS SWORN STATEMENT** in accordance with Section 25.3 of the IRR of RA 9184, using the form prescribed: (**Annex VI**)
- (i) Duly signed Net Financial Contracting Capacity Computation (NFCC); and
- (j) **AUTHORITY OF THE SIGNATORY**, whichever is applicable:
- Special Power of Attorney, in case of single proprietorship.
  - Resolution from the General Manager or President, if partnership.
  - Board resolution with Secretary's Certificate, in case of Corporation.
  - Resolution signed by all the joint-venture partners, in case of Joint-Venture.

**CLASS "B" DOCUMENTS: IF APPLICABLE —**

- (a) **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).

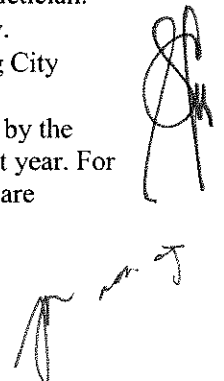
**NOTES:**

- (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\*\*\*\***

**OTHERS**

- Current, Valid and Certified True Copy of PRC ID for Registered Nutritionist Dietician.
- Current, Valid and Certified True Copy of Sanitary Permit of Mandaluyong City.
- Current, Valid and Certified True Copy of Health Certificate from Mandaluyong City Health Office.
- Certificate of Good Performance [For current service provider, it shall be issued by the **Head of Procuring Entity / Medical Center Chief II** of NCMH, for the current year. For non-current service provider, certificate issued from other Hospitals or agencies are acceptable (**as least SATISFACTORY RATING**)].



## FINANCIAL PROPOSAL

- (j) Compliance with Bid Form (**Annex VII**)
- (k) Compliance with 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 **WHITE 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 labelled 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.

The above checklist was discussed and agreed upon by the members of the NCMH Bids and Awards Committee in consultation with its Technical Working Group, including the proponent /end-user/ implementing unit.

1. For further information, please refer to:

**RUSSELLE S.P. OLASO, MPA**

*Administrative Officer V*

*Nueve de Febrero St. Brgy. Mauway, Mandaluyong City*

*Tel: 0285319001 loc 239, 242*

*Telefax: 0285318318*

*Email: [bacncmh@yahoo.com](mailto:bacncmh@yahoo.com)*

*[www.ncmh.gov.ph](http://www.ncmh.gov.ph)*


2. You may visit the following websites:

[www.philgeps.gov.ph](http://www.philgeps.gov.ph) (PhilGEPS website using suppliers/bidders account)

<https://ncmh.gov.ph> (National Center for Mental Health Official Website)

March 28, 2023

*Date of Issue*

  
**ALDEN C. CUYOS, MD, FPPA, IFAPA, MMHoA**  
Chairperson, NCMH-BAC for Contract Services and Consultancy CY2023

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**TERMS AND CONDITIONS:**

1. The official Request for Quotation 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.

