



REPUBLIC OF THE PHILIPPINES
 Department of Health
NATIONAL CENTER FOR MENTAL HEALTH
 Nueve de Febrero Street, Mandaluyong City, Philippines
BIDS AND AWARDS COMMITTEE



Telephone No. 531-9001 loc. 242

Telefax No. 5318318

E-mail: bac@ncmh.gov.ph

Website: www.ncmh.gov.ph

**SECTION I:
 INVITATION TO BID
 ITB NO. 023-2022**

**PUBLIC BIDDING FOR SUPPLY AND DELIVERY OF
 MEDICAL SUPPLIES (ADDITIONAL 2) CY 2022**

1. The **NATIONAL CENTER FOR MENTAL HEALTH**, through the **GAA 2022** intends to apply the sum of PHP 31,426,221.89 being the ABC to payments under the contract for the following categories. Bids received in excess of the ABC shall be automatically rejected at the bid opening.

CATEGORY	APPROVED BUDGET FOR THE CONTRACT (ABC)
PUBLIC BIDDING FOR SUPPLY AND DELIVERY OF MEDICAL SUPPLIES (ADDITIONAL 2) CY 2022	PHP 16,510,256.39
PUBLIC BIDDING FOR SUPPLY AND DELIVERY OF DRUGS AND MEDICINES (ADDITIONAL) CY 2022	PHP 14,915,965.50

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 the past two (2) years from the date of submission and receipt of bids a contract similar in nature. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - 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 where 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 **8:00 AM to 5:00 PM**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **September 6 to September 26, 2022 (Monday to Friday, 8:00AM – 4:00PM)** from the given address and website(s) below, and upon submission of **LETTER OF INTENT** 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



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**SECTION II:
 INSTRUCTION TO BIDDERS**

1. Scope of Bid

- 1.1. The Procuring Entity, **NATIONAL CENTER FOR MENTAL HEALTH**, wishes to receive Bids for the **PUBLIC BIDDING FOR SUPPLY AND DELIVERY OF MEDICAL SUPPLIES (ADDITIONAL 2) CY 2022**.

The Procurement Project (referred to herein as "Project") is composed of:

CATEGORY	PROPOSED BUDGET FOR THE CONTRACT (ABC)
PUBLIC BIDDING FOR SUPPLY AND DELIVERY OF MEDICAL SUPPLIES (ADDITIONAL 2) CY 2022	PHP 16,510,256.39

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 **GAA CY 2022** the amount of **PHP 16,510,256.39** for **Public Bidding for Supply and Delivery of Medical Supplies (additional 2).CY 2022**.

2.2 The source of funding is:

- a. NGA, the National Expenditure Program.**

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 Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA 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:

5.3 For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent of the ABC.

5.4 For procurement where the Procuring Entity has determined, after the conduct of market research, the imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: The Bidder should comply with the following requirements: *[Select either failure or monopoly of bidding based on market research conducted]*

5.4.1 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 (25%) percent in the case of expendable supplies* of the ABC for this Project; and

5.4.2 The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

5.5 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

- Subcontracting is not allowed

8. Pre-Bid Conference

The Procuring Entity will hold a **Pre-Bid Conference** for this Project on **September 13, 2022 (Tuesday) – 9:00AM, at the Pag-asa Hall of the 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 request 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 *[state relevant period as provided in paragraph 2 of the IB]* 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:

12.2 For Goods offered from within the Procuring Entity's country:

12.2.1 The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

12.2.2 The cost of all customs duties and sales and other taxes already paid or payable;

12.2.3 The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

12.2.4 The price of other (incidental) services, if any, listed in e.

12.3 For Goods offered from abroad:

12.3.1 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 prices, 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.

12.3.2 The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

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:

13.2.1 Philippine Pesos.

14. Bid Security

14.1 The Bidder shall submit a Bid Securing Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall not be 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 calendars 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 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 *Not applicable*

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:

Option 1 – One Project having several items 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 of 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 of items participated in by the prospective Bidder.

20. Post-Qualification

20.1 *[Include if Framework Agreement will be used:]*

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 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**.



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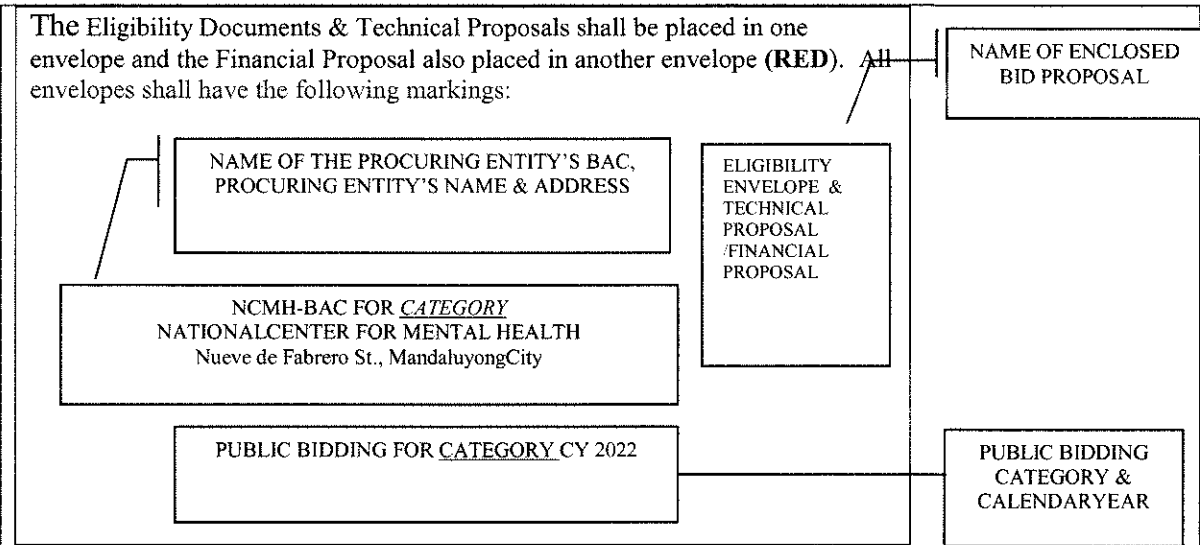
E-mail: bac@ncmh.gov.ph

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SECTION III:
BID DATA SHEET

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: a. <i>Medical Supplies</i> b. Completed within <i>two (2) years</i> 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 is not less than two percent (2%) of ABC , if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit ; or b. The amount is not less than five percent (5%) of ABC , if bid security in is Surety Bond .
19.3	PUBLIC BIDDING FOR SUPPLY AND DELIVERY OF MEDICAL SUPPLIES (ADDITIONAL 2) CY 2022. <i>Please see List of Items for complete lists, quantity, and ABC</i>
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
21.2	Additional contract documents relevant to the Project that is required by the Procuring Entity: a. 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 b. Notice of Award or Contract issued by the owners, as attachment for the Single Largest Completed Contract (SLCC) c. Current and Valid Certificate of Distributorship, if applicable d. Notarized Letter of Assurance from the Bidder on the Availability of Stocks e. Certificate of Performance [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)]

The Eligibility Documents & Technical Proposals shall be placed in one envelope and the Financial Proposal also placed in another envelope (**RED**). All envelopes shall have the following markings:



MARKINGS FOR ENVELOPES

DELA CRUZ COMPANY
 143 Pag-Ibig St., Quezon City
 Tel: _____ / Fax: _____
 DO NOT OPEN BEFORE: _____ / ____; ____

NAME, ADDRESS & CONTACT NUMBERS (Telephone & Facsimile) OF THE BIDDER, "DO NOT OPEN" LABEL WITH THE DATE & TIME OF THE SUBMISSION & OPENING OF BIDS



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SECTION IV: **GENERAL CONDITIONS OF THE CONTRACT**

1. **Scope of Work**

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 the 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 if 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 prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. **Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the 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 IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

- 6.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 6.2 The Procuring Entity shall promptly notify the Supplier in writing if any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods of 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.



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SECTION V:

SPECIAL CONDITIONS OF CONTRACT

GCC Clause	
1	<p>Delivery and Documents –</p> <p>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 if this Contract shall be as follows:</p> <p>“The delivery terms applicable to this Contract are delivered to Material Management Section of the National Center for Mental Health. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site are as follows:</p> <p>a. Medical Supplies – Ariel D. Bernardo, MGM, RN</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> Performance or supervision of on-site assembly and/or start-up of the supplied Goods; Furnishing of tools required for assembly and/or maintenance of the supplied Goods; Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; 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 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. <i>[Specify additional incidental service requirements, as needed.]</i> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p>

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

Select appropriate requirements and delete the rest.

- a. 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
- b. 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 cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts of components for the Goods for a period of **seven (7) calendar days**.

Spare parts of components shall be supplied as promptly as possible, but in any case, within **seven (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 –

	<p>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.</p> <p>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.</p> <p>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 Philippines 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.</p> <p>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.</p> <p>Intellectual Property Rights –</p> <p>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.</p>
2.2	Not applicable
4	The inspections and tests that will be conducted are: <i>[indicate the applicable inspections and test]</i>

6. The **National Center for Mental Health** will hold a **Pre-Bid Conference September 13, 2022 9:00 AM (Tuesday) at the Pag-asa Hall 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 **September 27, 2022 (Tuesday), 9:00 AM** at the **Pag-asa Hall of the National Center for Mental Health**. Bids will be opened in the presence of bidders' representatives who choose to attend the activity.
10. Not applicable
11. The **National Center for Mental Health** reserves the right to reject any and all bids, declare failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 and 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:

JERRY C. RODRIGUEZ, MGM-ESP

Head, NCMH BAC Secretariat

Nueve de Febrero St. Brgy. Mauway, Mandaluyong City

Tel: (02) 8531 9001 loc 239, 240, 242

Telefax: (02) 8531 8318

Email: bacncmh@yahoo.com

www.ncmh.gov.ph


13. You may visit the following websites:

www.philgeps.gov.ph (PhilGEPS website using suppliers/bidders account)

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

September 6, 2022

Date of Issue


ALDEN C. CUYOS, MD, FPPA, IFAPA, MMHoA
Chairperson, Bids and Awards Committee