



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

**BIDS AND AWARDS COMMITTEE
FOR CONTRACT SERVICES AND
CONSULTANCY**

PUBLIC BIDDING

*For the Subscription of Learning
Management System (LMS) CY 2025*

March, 2025

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA – Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means “delivered duty paid.”

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

Foreign-funded Procurement or Foreign-Assisted Project– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.



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



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Telefax No. 5318318

E-mail: bacncmh@yahoo.com

Website: www.ncmh.gov.ph

Section I. Invitation to Bid

ITB No. CS-09-2025-PB

PUBLIC BIDDING FOR THE SUBSCRIPTION OF LEARNING MANAGEMENT SYSTEM (LMS) CY 2025

1. The **National Center for Mental Health**, through the **GAA 2025** intends to apply the sum of **Five Hundred Thousand Pesos Only (Php500,000.00)**, **Public Bidding for the Subscription of Learning Management System (LMS) CY 2025 / ITB No. CS-09-2025-PB** being the ABC to payments under the contract for each lot/item. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.
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 (**SEE SCHEDULE OF REQUIREMENTS**) from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "**pass/fail**" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - 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 on **March 13, 2025 – April 1, 2025 (Monday to Friday, 8:00AM – 5:00PM)** 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 **Five Hundred Pesos (Php500.00)**. The Procuring Entity shall allow the bidder to present its proof of payment (official receipt) for the fees at the Procurement Section, NCMH Compound.

6. The **National Center for Mental Health** will hold a Pre-Bid Conference on **March 21, 2025, 9:00 AM (Friday)** at **BAC Conference 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 address indicated below on or before **April 2, 2025 (Wednesday), 9:00 AM**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **April 2, 2025 (Wednesday), 9:00 AM** at the given address below **BAC Conference Room of the National Center for Mental Health**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. 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.

11. For further information, please refer to:


RUSSELLE SP. OLASO, MPA

Administrative Officer V

Nueve de Febrero St. Brgy. Mauway, Mandaluyong City

Tel: 0285319001 loc 239, 240, 242

Telefax: 0285318318

Email: bacncmh@yahoo.com

www.ncmh.gov.ph


12. 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)

March 13, 2025

Date of Issue


JERRY C. RODRIGUEZ, MGM-ESP
Chairperson, NCMH-BAC for Contract Services
And Consultancy Service CY 2025



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Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **National Center for Mental Health** wishes to receive Bids for the **Public Bidding for the Subscription of Learning Management Section (LMS) CY 2025**, with identification number **ITB No. CS-09-2025-PB**.

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

CATEGORY	APPROVED BUDGET FOR THE CONTRACT (ABC)
Public Bidding for the Subscription of Learning Management System (LMS) CY 2025	Php500,000.00

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 2025 in the amount of ***Five Hundred Thousand Pesos Only (Php500,000.00)***.
- 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. *[Select one, delete other/s]*

a. 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.

b. Foreign ownership limited to those allowed under the rules may participate in this Project.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

[Select one, delete the other/s]

a. 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.

b. 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 (25%) of the ABC.

c. For procurement where the Procuring Entity has determined, after the conduct of market research, that 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]*

- 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.

5.5 The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid; or

If the prospective bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid. If issued by a foreign universal or commercial bank.

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

- a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address **BAC Conference Room of the National Center for Mental Health**.

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 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, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in 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 Declaration¹ 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 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 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.

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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 grouped into several lots, which shall be awarded as separate contracts per lot.
- 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

- 20.1 **Not Applicable**
- 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**.



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E-mail: bacncmh@yahoo.com

Website: www.ncmh.gov.ph

Section III. Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. Public Bidding for the Subscription of Learning Management System (LMS) CY 2025 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: <ul style="list-style-type: none"> 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 is in Surety Bond.
19.3	Public Bidding for the Subscription of Learning Management System (LMS) CY 2025
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 <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> a. Notice of Award or Notice to Proceed or Contract issued by the owners,

Handwritten signature/initials

	<p>as attachment for the Statement of the prospective bidder of All its On-Going Government and Private Contract;</p> <p>b. Notice of Award or Contract issued by the owners, as attachment for the Single Largest Completed Contract (SLCC);</p> <p>c. Notarized Letter of Assurance from the Bidder on the Availability of Service;</p> <p>d. <i>The prospective bidder must submit at least two (2) Certificates of Good Performance [For current service provider, one (1) will be issued by the Head of Procuring Entity / Medical Center Chief II of NCMH and the other from other external agency (private or government) for the current year. For non-current service provider, certificates issued from two (2) other Hospitals or agencies are acceptable (at least SATISFACTORY RATING)] for the last three (3) years.</i></p>

22

The Eligibility Documents and Technical Proposal combined in one folder and the Financial Proposal in separate Folder (**BLACK**). 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**

<div>Original Copy</div>	Indicate here "Original Copy of Eligibility Documents & Technical Proposal, and Financial Proposal"
NATIONALCENTER FOR MENTAL HEALTH Nueva De Febrero St., Mandaluyong City	PROCURING ENTITY'S NAME & ADDRESS
PUBLIC BIDDING FOR (CATEGORY) CY 2025	PUBLIC BIDDING CATEGORY & CALENDAR YEAR
ELIGIBILITY DOCUMENTS TECHNICAL PROPOSAL / FINANCIAL PROPOSAL	BID PROPOSAL NAME
DELA CRUZ COMPANY 143 Pag-ibig St., Quezon City Tel: / Fax:	NAME, ADDRESS, & CONTACT NOS. (TELEPHONE & FACSIMILE) OF THE BIDDERS

NOTE: Color of Folder is **BLACK**.

Note: All tabbing shall be in words / title based on the Checklist.

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

NAME OF THE PROCURING ENTITY'S BAC, PROCURING ENTITY'S NAME & ADDRESS	ELIGIBILITY ENVELOPE & TECHNICAL PROPOSAL /FINANCIAL PROPOSAL	NAME OF ENCLOSED BID PROPOSAL
NCMH-BAC FOR <u>CATEGORY</u> NATIONALCENTER FOR MENTAL HEALTH Nueve de Febrero St., Mandaluyong City		PUBLIC BIDDING CATEGORY & CALENDAR YEAR
PUBLIC BIDDING FOR <u>CATEGORY</u> CY 2025		

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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dm



BIDS AND AWARDS COMMITTEE

Telephone No. 531-9001 loc. 242

Telefax No. 5318318

E-mail: bacncmh@yahoo.com

Website: www.ncmh.gov.ph

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

- 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

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

6. Liability of the Supplier

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

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



REPUBLIC OF THE PHILIPPINES
Department of Health
NATIONAL CENTER FOR MENTAL HEALTH
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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 of this Contract shall be as follows:</p> <p>“The delivery terms applicable to the Contract are DDP delivered to the <i>Professional Education, Training and Research Office (PETRO)</i>.”</p> <p>“The delivery terms applicable to this Contract are delivered to <i>Professional Education, Training and Research Office (PETRO)</i>. 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 is Dr. Teresa Rosalie D. Del Valle.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <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
	<ol style="list-style-type: none"> 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

	<p>supplied Goods.</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts --</p> <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:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> 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. <p>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.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>[indicate here the time period specified. If not used indicate a time period of three times the warranty period]</i>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>[insert appropriate time period]</i> months of placing the order.</p>
	<p>Packaging --</p> <p>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.</p> <p>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.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p>

	<p>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</p>
	<p>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.</p> <p>Transportation –</p> <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 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.</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>
4	<p>The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i></p>



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Section VI. Schedule of Requirements

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

ITEM NO.	DESCRIPTION	QTY	DELIVERY SITE			DELIVERY PERIOD and TERMS OF PAYMENT
			OFFICE	FACILITY	ADDRESS	
CS-09 (LMS) - 2025	Public Bidding for the Subscription of Learning Management System (LMS) CY 2025	1 Lot	Professional Education, Training and Research Office (PETRO)	NCMH (As indicated in the TOR and Technical Specification)	9 De Pebrero Mandaluyong City	Delivery in which schedule shall be specified in the approved Terms of Reference upon the receipt of the Notice to Proceed (NTP)
CONFORME:						
(Company Name)						
(Name and Signature of Authorized Representative)						

[Signature]

<p>industry-standard encryption protocols.</p> <ul style="list-style-type: none"> • Follow strict security practices and apply all critical security patches to the underlying operating system and LMS software promptly • Use advanced intrusion detection and prevention systems to track system activity and identify and block malicious attempts to access the platform. <p>4. Data Backup and Recovery</p> <ul style="list-style-type: none"> • Regular, automated backups are performed at frequent intervals. • Multiple backups must maintain and be rotated according to a predefined schedule. • Backups are securely stored in geographically separate locations, further mitigating the risk of data loss due to unforeseen circumstances. • A comprehensive disaster recovery plan is in place to ensure a swift and efficient recovery process in case of a major outage or system failure. 	
<p>D. System/Software and Information Assets Ownership and Copyright</p> <p>1. Ownership, Management and Technical Support</p> <ul style="list-style-type: none"> • All contents/data shall be owned by NCMH even if the subscription ended. • If the subscription expires, the supplier must give NCMH an ample opportunity to retrieve its proprietary information. • Management of content and usage shall be the responsibility of NCH. <p>2. Migration of the existing data and requirements must be covered by the bidder without additional cost to NCMH.</p> <p>3. Technical support on hosting, software glitches and data shall be the responsibility of the Consulting Service provider within the duration of the warranty.</p> <p>4. Service Provider must execute a non-disclosure agreement with NCMH for contents uploaded to their site for hosting.</p> <p>5. Service Provider must continuously monitor the LMS 24/7 to identify and address any potential issues promptly.</p> <p>6. Track system uptime and performance metrics to maintain a high level of availability.</p> <p>7. Must have a dedicated technical support team available to assist with any technical inquiries or issues that may encounter.</p>	
<p>IV. Qualification Requirements</p> <p>A. The Service Provider/Bidder should be a digital company engaged in the design, configuration, and deployment of virtual learning systems in educational and workplace settings.</p>	

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Section VII. Technical Specifications

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).

ITEM	SPECIFICATION	STATEMENT OF COMPLIANCE
CS-09 (LMS) - 2025	Public Bidding for the Subscription of Learning Management System (LMS) CY 2025	
	I. Rationale The COVID-19 pandemic has changed the landscape of learning and development in the workplace, especially in healthcare facilities like the National Center for Mental Health. It has highlighted the advantages of facilitating learning and development programs and activities in the educational and workplace settings through online mode of learning, especially the learning management system (LMS). Although the use of LMS in NCMH has not really been fully optimized, its functionality has been proven in other agencies and educational institutions. With another calendar year about to end, the contract of the current learning provider is also about to be terminated. This means that another procurement process is needed to be conducted for a new acquisition of LMS provider. With more learning programs in the pipeline including the four (4) elearning courses we expect to be completed before the end of the year, the need to have an LMS that meets NCMH requirements is beyond question. Thus, this intent for the procurement of a Learning Management System (LMS) provider.	
	II. Objectives In view of the rationale and background, this Terms of Reference (TOR) is intended to procure a subscription of a	

[Handwritten signature]

<p>learning management system (LMS) to serve the following purposes:</p> <ul style="list-style-type: none"> A. Host, administer, customize, and maintain an online and cloud-based learning management system (LMS). B. Deploy e-learning courses created by NCMH end-users for its employees. 	
<p>III. Scope of Work</p> <p>The Consulting Service or Service Provider shall provide an Online and cloud-based Learning Management System (LMS) for eleven (11) months from the date of the contract signing. This shall include the following services: subscription services, content migration, and technical support. In providing the learning management system (LMS) platform, the Service Provider shall provide the following:</p> <ul style="list-style-type: none"> A. Admin Dashboard B. Course/Exam/Content Creation C. The Learning Content Management: The Learner app features. 	
<p>A. Subscription Services</p> <ul style="list-style-type: none"> 1. System Requirements <ul style="list-style-type: none"> 1.1 The LMS can be accessed on the existing desktop with operating systems like Windows, macOS, Linux, etc. 1.2 The LMS shall be accessible to any device like PC desktops, tablets, and mobile 1.3 Easily integrates with other systems (ex. Personnel Information System) and third-party applications 1.4 Supports SCORM and Tin Can / XAPI 1.5 Data Privacy and Security 1.6 Compliance to Data Privacy Act 1.7 Include SSL Certificate site-wide 1.8 Allows NCMH LMS Administrators to: <ul style="list-style-type: none"> a. Edit settings <ul style="list-style-type: none"> • Configure display settings, display styles, language settings • Edit standard messages from the LMS (e.g. general conditions, email notifications) • Enroll large numbers of learners through CSV uploads efficiently. • Back up courses securely and retrieve them on demand for disaster recovery or course duplication. • Guarantees data security and access to granular control over user permissions. b. User Management <ul style="list-style-type: none"> • Self-Registration/Enrollment • Bulk Upload (through email addresses) • User Types and Permissions 	

<ul style="list-style-type: none"> • Monitor active users • User Profile settings <p>1.9 Subscription to services, databases, system updates must be included during maintenance and support during the whole contract duration</p> <p>2. User Interface</p> <p>2.1 Easy navigation controls and clear directions for new users especially the "not-so techie" employees</p> <p>2.2 Easy access across different devices such as, desktop, laptop, tablet, and mobile devices.</p> <p>2.3 Wide language support to cater to varied learners' preference in the use of interface elements and course content.</p> <p>2.4 Include game mechanics such as points, badges, and leaderboards to motivate learners and increase engagement.</p> <p>2.5 Insert interactive activities like polls, quizzes, and surveys within courses to keep learners actively involved.</p> <p>2.6 Design individualized learning routes based on individual learner needs and preferences.</p> <p>2.7 Incorporate social media elements like discussion forums, group workspaces, and internal messaging to enhance interactions among learners and build a sense of community.</p> <p>2.8 Monitor learner progress, spot areas of difficulty, and acquire valuable insights into learner behavior and overall course effectiveness.</p> <p>3. Deliver training modules of the following topics to NCMH Users:</p> <p>3.1 How to Use the LMS</p> <p>3.2 Content creation of the LMS for Training Coordinators of Sections/Offices</p> <p>3.3 Other topics for online learning such as but not limited to:</p> <ul style="list-style-type: none"> • How to use Digital tools and Applications • How to make Instructional Design • Online and Blended Learning Models to use in LMS • How to use the Assessment and Analytics <p>3.4 How to deliver Online / E- Learning</p>	
<p>B. Course Management System</p> <p>1. Course Creation</p> <p>1.1 A drag-and-drop interface that simplifies course creation, allowing subject matter experts (SMEs) to easily arrange various learning activities, resources, and assessments.</p> <p>1.2 Create and manage collaboration of activities among learner groups for a variety of learning</p>	

<p>experiences.</p> <ol style="list-style-type: none"> 1.3 Create and manage collaboration of activities among learner groups for a variety of learning experiences. 1.4 Courses can be created, managed, and delivered online anywhere 1.5 Enroll users in training sessions 1.6 Create groups and sub-groups of trainees (classes and batches) 1.7 Create / Edit module environment 1.8 Template in authoring environments 1.9 Send notification for specific group/target audience (through emails and/or messages on the home page) 1.10 Can upload different file types to create/arrange. 1.11 Conduct synchronous and asynchronous mode of learning 1.12 Conduct live discussions 1.13 Push Notifications / Announcements 1.14 Learners grouping 1.15 Access to archive course <p>2. Monitoring</p> <ol style="list-style-type: none"> 2.1 Tracks progress of learners with the set completion criteria for each activity and displays overall completion status. 2.2 Support specific competencies with learning outcomes and track learner's progress towards the competencies. 2.3 Access logs of users and system activities with tracing options Analytics and Reporting <ul style="list-style-type: none"> • Question banks and customizable assessments / type of questions • Enrollment status, progress, learners' completion rates, total time spent on training. • Generate customizable reports 	
<p>C. Other Requirements</p> <ol style="list-style-type: none"> 1. Apply Other features and functionalities included in Provider's LMS package not specified in these terms of reference (TOR). 2. Warranty during the subscription with the following provisions: <ul style="list-style-type: none"> • Support for a maximum of 300 concurrent users within the warranty period. • Resolve downtime issues within two (2) hours upon notification. • Provide technical assistance / support during downtime. 3. Data Security <ul style="list-style-type: none"> • All data of learners, course content, and system files are inscribed whether in use or not, using 	

<p>B. The Service Provider/Bidder should have been in the industry for, at least, three (3) years providing Learning Management System (LMS) or similar services to government, schools, and workplace/businesses.</p> <p>C. The Service Providers/Bidders must be able to submit copies of Client Satisfactory Certificates from at least <i>two (2) clients</i> for the last three (3) years of similar contracts.</p> <p>D. The Service Provider/Bidder should have qualified employees such as Educational Technology professionals, Instructional Designers, IT Professionals, Learning and Development practitioners, and other related professionals.</p> <p>Approved Budget for the Contract - The approved budget for the Consulting Service is Five Hundred Thousand Pesos (Php500,000.00).</p>	
<p>V. Cloud Subscription</p> <p>The subscription shall be one (1) year and renewable for another year upon the Satisfactory evaluation of NCH.</p> <p>The duration of the implementation of the LMS shall be within the period of three (3) months from receipt of Notice to Proceed. The period of subscription will commence after the three (3) months implementation of LMS.</p>	
<p>VI. Mode of Procurement</p> <p>The mode of procurement is subject to the recommendation of the Bids and Awards Committee.</p>	
<p>IX. Duties, Responsibilities and Expected Outputs of the Consulting Service:</p> <p>The Consulting Service (CS) shall be responsible to provide the following:</p> <ul style="list-style-type: none"> A. Deploy the Learning Management System to NCMH according to the agreed specifications in the contract. B. Set up the Learning Management System including 3rd-party plug-ins and modules and conduct regular updates of the abovementioned. C. Provide full online technical support for the enrollment and other requirements within 24 hours after receipt of notifications. D. Provide administrative access to NCMH for customized reports E. Deliver back-up services and system recovery such as: <ul style="list-style-type: none"> 1. Automated periodic system backups 2. Backup on demand 3. Secured backup 4. System recovery or reinstallation in case of a system failure 	

X. Duties and Responsibilities of NCMH

The NCMH shall perform the following functions:

1. Assign an LMS Administrator and Co-Administrator to manage the LMS and coordinate with the LMS provider, other course managers and subject matter experts. Assign other LMS related information as directed by the Project Manager.
2. Pay the LMS provider based on the schedule of deliverables submitted.

XI. Payment Scheme

The service provider shall be engaged immediately upon the execution of the contract. The matrix below shall be the basis of payment for the service provider following the Service Level Agreement of this Terms of Reference subject to one percent (1%) retention for one calendar year.

Below is the proposed timeline and corresponding deliverables:

Deliverable/s	Timeline	Percentage
1. Deployment of Online Learning Management System	1st Month from signing the Contract	30%
2. Integration of 4 courses to the Online LMS	1st Month from signing the contract	20%
3. Training for System Administrators	3rd Month from signing the contract	15%
4. NCMH LMS User Manual	3rd Month from signing the contract	15%
5. Training for Users	3rd Month from signing the contract	5%
6. Maintenance and Technical Support (as need arises)	Until the end of contract	15%
Total		100%

XII. Liquidated Damages

According to RA 9184, its 2016 Revised IRR, and other applicable laws, rules, and regulations, the SERVICE PROVIDER shall pay liquidated damages if it fails to satisfactorily provide the stipulated services to NCMH within the period specified herein, inclusive of duly granted time extension, and for reasons or causes attributable to the

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	SERVICE PROVIDER. The applicable liquidation is at least one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay until such services are finally delivered and accepted by NCMH.	
	XIII. Confidentiality and Ownership Statement All data and information received from the National Center for Mental Health (NCMH) for the purpose of this project are to be treated confidentially and are only to be used in connection with the execution of these Terms of Reference (TOR). All intellectual property rights arising from the execution of these Terms of Reference are assigned to NCMH. The contents of written materials obtained and used in this project may not be disclosed to any third parties without the expressed advance written authorization of NCMH.	

Conforme:

Signature over Printed Name

Date: _____





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Section VIII. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
Or
- ☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
And
- ☐ (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).

Technical Documents

- ☐ (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- ☐ (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (h) Conformity with the Technical Specifications, which may include production/delivery 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.

Financial 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

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not be earlier than two (2) years from the date of bid submission; (CY 2023 with comparative statement CY 2023 and CY 2022) and

- ☐ (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents: If Applicable –

- ☐ (l) **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.

II. FINANCIAL COMPONENT ENVELOPE

- ☐ (m) Original of duly signed and accomplished Financial Bid Form; and
- ☐ (n) Original of duly signed and accomplished Price Schedule(s).

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

- ☐ (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.



Bid Form Bid Form for the Procurement of Goods
[shall be submitted with the Bid]

BID FORM

Date: _____

Project Identification No.: _____

To: *[name and address of Procuring Entity]*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Number *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. To deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. To provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. To abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address Amount and Purpose of
of agent Currency Commission 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.

Bidding Forms

1. Annex A: Bid Form
2. Annex B: Price Schedule
3. Annex C: List of all on-going Government and Private Contracts including contracts awarded but not yet started
4. Annex D: Statement of Single Largest Completed Contract which is similar in nature for the past two years
5. Annex E: Omnibus Sworn Statement (Affidavit)
6. Annex F: Bid Securing Declaration (As an additional form of Bid Security, at the option of the prospective bidders)
7. Annex G: Contract Agreement Form (To be submitted after the receipt of the approved Notice of Award)

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: _____

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

Name 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)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

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;

4. 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:
 - a. 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 hereunto set my hand this ____ day of _____, 20____, at _____, Philippines.

*[Insert NAME OF BIDDER OR ITS
AUTHORIZED*

REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

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;
 - b. 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

[Jurat]

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

"ANNEX G"

CONTRACT AGREEMENT

THIS AGREEMENT was made on the ____ day of _____ 20____ between **NATIONAL CENTER FOR MENTAL HEALTH**, Mandaluyong City, 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 (**Title of the Bided Project**) 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 AGREEMENT 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 (Title of the Bided Project) 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
Medical Center Chief II

for:

National Center for Mental Health

[Insert Name and Signature]
[Insert Signatory's Legal Capacity]

for:

[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

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

