



MINUTES OF THE PRE-BID CONFERENCE
07 December 2023

**HAULING, TREATMENT AND DISPOSAL
OF HAZARDOUS AND INFECTIOUS WASTE OF THE HOSPITAL FOR 2024
PUBLIC BIDDING NO. VMC-2024-007**

The following were present during the conference:

BIDS & AWARDS COMMITTEE:

Ms. Shirlene V. Vianzon – Chairperson
Mr. Edsel S. Martin, RPh – Vice - Chairperson
Engr. Gerardo E. Lingat – PM – Outsourced Services
Mr. Juan B. Sapasap Jr. – Member
Dr. Gene Rose B. Burgos – Member

BAC SECRETARIAT:

Ms. Ligaya Ubalde - Head
Ms. Angelita Dayego
Ms. Kristine Joy Manuel
Mr. Rannier John Fajardo
Ms. Aileen Pacheco
Mr. Lester John Jake Divino
Ms. Maiko Janzel M. Dizon

TWG, END-USERS & OBSERVERS:

Engr. Zoraida Cuadra – End-User
Ms. Rufina F. Vadil – Observer -Budget
Ms. Catherine Sofia – Observer – MMS
Engr. Melvin Orog – TWG – Outsourced
Mr. Billy Lucena – Observer- ICT

Mr. Roderick Balagtas – Observer, Proc.
Mr. Raymund Joe Macuana – Observer, Accounting
Mr. Diosdado V. Romano – TWG – Waste / Janitorial
Ms. Zoraida S. Cuadra – End-User
Ms. Almira G. Satumba – Observer, OIC-FMO

PARTICIPANTS / PROSPECTIVE BIDDERS:

1. Ms. Erica Bongcayao – Servo-Treat Phils., Inc.

The conference started at 10:00am and was presided by Ms. Shirlene V. Vianzon, Chairperson of Bids & Awards Committee (BAC), held at BAC Office, Valenzuela Medical Center, Padrigal St., Karuhatan, Valenzuela City. She acknowledged the presence of all representatives of each prospective bidder, the members of the BAC Committee, BAC Secretariat, TWG Members as well as the invited observers. She reminded everyone that the Committee strictly adheres to Republic Act No. 9184 or the Government Procurement Act and the Standard Public Bidding Documents.

BUSINESS MATTERS:

- In accomplishing the Technical Specifications and Schedule of Requirements, state only the item that will be bid.
- Bid Security will be forfeited if withdrawn during the validity period.
- Notice of Award will be faxed to winning bidders. The following day will be counted as 1st day of receipt.
- CTC of documents by the bidder itself are acceptable provided that the bidder will submit the Omnibus Sworn Statement. (Note: State CTC based on original, photocopy, etc.)
- Modification of Bid is strictly prohibited. The description stated in the bid offer will be followed and cannot be amended

PRESENTATION OF BIDS:

- Bidders shall submit their bids through their duly authorized representatives using the forms specified in the Bidding Documents in two (2) separate sealed envelopes, which shall be submitted simultaneously.

- Bidders shall enclose the “Original” and “Copy 1” of their Eligibility and Technical Documents in a separate envelope marked ELIGIBILITY and TECHNICAL COMPONENTS. The “Original” and “Copy 1” of their Financial Documents (Bid Form, Bid Offer & others) shall be enclosed in a separate envelope marked FINANCIAL COMPONENTS.
- These 2 envelopes shall be enclosed in any sealed Box (preferably Data File Box) with cover.
- No color preference for the Folders and Boxes.
- All documents to be submitted as part of the Bid should be arranged in chronological order based in the Checklist provided by the BAC. Further, all bid proposals should be ring bound and tabulated in words. Failure to follow instructions will mean disqualification.

PRESENTATION OF BIDS



➤ Documents Comprising the Bid: Eligibility and Technical Components – 1st Envelope

(A) Eligibility Documents

Class "A" Documents:

(i)

- a. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

(ii)

- b. Statement of the prospective bidder of ALL its on-going Government and Private Contracts including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid;
- c. 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 last three (3) years as provided in the Bidding Documents;
- d. 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
- e. Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; and
- f. Original duly signed Omnibus Sworn Statement (OSS);
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

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

Class "B" Documents

- h. If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

➤ FINANCIAL COMPONENT ENVELOPE – 2nd Envelope

The second envelope shall contain the financial information/documents as specified in the PBDs

- i. Original of duly signed and accomplished Financial Bid Form;
- j. Original of duly signed and accomplished Price Schedule(s).

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

(k) [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.

(l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

ADDITIONAL REQUIRED DOCUMENTS (to be submitted during Post-Qualification)

1. Bidding Documents duly signed/initialed by the authorized representative of the prospective bidder (each page). Attach Official Receipt as proof of payment of bidding documents
2. Document Request List (DRL) from PhilGEPS (Optional)
3. Bid Bulletin/s
4. 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.
5. 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.
6. Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
7. The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR with 2021 ITR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission
8. Certificate of **Good Performance** from at least one (1) Government or Private Hospital/Agency **and** from Valenzuela Medical Center *for previous or existing suppliers* (CY 2021 to present)
9. Special Power of Attorney – If single proprietorship
10. For SLCC - Proof of evidence for Single Largest Completed Contract (SLCC) – Purchase Order or Notice of Award or Contract Agreement
11. Permits/Clearances/Licenses stated in Terms of Reference (TOR)

PR# 23-09-958

INFECTIOUS WASTES	KGS	UNIT PRICE	TOTAL PRICE
(25,500 kgs/month @ Php 20.00/kgs x 12 months)	306,000	P 20.00	6,120,000.00

HAULING, TREATMENT AND DISPOSAL OF HAZARDOUS AND INFECTIOUS WASTE OF THE HOSPITAL

TERMS OF REFERENCE

I. SCOPE OF WORKS

The TSD facility operator shall render effective and proper collection, transport, treatment, storage and disposal of hospital infectious/hazardous wastes based on DOH Manual on Health Care Waste Management, 4th Edition:

- A. The TSD must be Transporter and Treat and shall be the one to collect, transport, treat and properly dispose the hazardous and toxic healthcare wastes generated including other hazardous wastes, using DENR accepted technology/methods, as provided for "Toxic Substances and Hazardous and Nuclear Wastes Control Act of 1990." (RA 6969) and other pertinent laws and legislation, which shall include but not limited to:
 1. Infectious waste (culture and stocks of infectious agents, waste from surgeries and autopsies on patients with infectious diseases; waste from or has been in contact with infected patients, infected animals from laboratories);
 2. Pathological and anatomical (tissues, organs, body parts, and animal carcasses, blood and body fluids);
 3. Sharps objects (needles, syringes, scalpels, saws, broken glass, infusion sets, knives, nails);
 4. Pharmaceutical waste (expired, unused, spilt and contaminated pharmaceutical products, drugs, vaccines, sera and used/vials/bottles);
 5. Chemical waste (discarded solid, liquid and gaseous chemicals from diagnostic and research/ experimental works including mercury and mercury containing materials);

6. Busted fluorescent lamps;
 7. Used batteries;
 8. Used Oil;
 9. Grease trap from dietary section;
 10. Other similar matters.
- B. Regular (Daily) collection of infectious/hazardous wastes for treatment and final disposal of identified DOH hospitals in Metro Manila or the NCR;
- C. Provision to the hospital of sufficient number of properly labeled color coded plastic bags and clearly marked waste containers and collection bins;
- D. Employment of sufficiently trained waste handlers who have been provided with proper with proper immunization, complete prescribed uniform, identification, required personal protective equipment (PPE) and for security reason, shall have secured clearance from the National Bureau of Investigation (NBI);
- E. Enduring that no further sorting or segregation or segregation of wastes shall take place within the immediate vicinity of the hospital or before treatment;
- F. Deployment of appropriate waste collection vehicles (DENR-EMB accredited/registered) for the regular collection of hospital wastes at least six times a week or more depending on the request or volume of wastes generated by the hospitals;
- G. Treatment of the collected waste in a Department of Environment and Natural Resources-Environmental Management Bureau (DENR-EMB) approved non-burn treatment technology for health care waste;
- H. Transporting treated wastes by a DENR-EMB accredited/registered health care waste transporter using appropriate transport vehicle to a DENR-EMB approved final disposal site (Sanitary Landfill);
- I. Compliance with the Manifest/Consignment System. Accordingly, the authorized transporter shall maintain a manifest/consignment note while transporting health care wastes to be accomplished and signed by the transporter, TSD facility operator and sanitary landfill operator, a copy of which shall be provided to the hospital within thirty (30) days after the waste collection;
- J. Disposal of treated wastes in a final disposal site (Sanitary Landfill) accredited by DENR-EMB;
- K. Submission of Waste Treatment and disposal Certificate to the hospital on a monthly basis that wastes collected were properly treated and disposed of in a Sanitary Landfill;
- L. Keeping and maintaining adequate books, records and documentation consistent with applicable regulatory requirements pertaining to the waste handling, collection, transport, treatment, storage and disposal and retain the same for the purpose of auditing and verifying performance;
- M. Submission to the hospital of a quarterly report on the type and volume of infectious/hazardous waste treated and transported outside the hospital in compliance with the implementing rules and regulations of RA 6969 (DENR Administrative Order (DAO) 29 series of 1992 and DAO 36 series of 2004);
- N. Equipment testing used for treatment of wastes for at least every three (3) years to appropriate tests procedure by the DOH-FDA, and securing corresponding certificates from the same DOH-FDA.

- O. The TSD shall have the capability to treat and properly dispose the Hazardous and Toxic Healthcare wastes herein listed. Subcontracting for the treatment of any of the above-mentioned is not allowed.
 - P. The TSD shall obtain all the required licenses and permits from the DENR-EMB and other government regulatory bodies, specifically indicated in the eligibility requirements.
 - Q. The TSD must have pollution liability insurance covering its activities and obligations at all times.
 - R. The TSD must not have a history of cease-and-desist order.
 - S. The TSD must have a very good track record with no history of recurring complaint and violations related to Republic Act 6969 from the community and any governing bodies and/or agencies (i.g. DENR-EMB, Local Government Unit, etc.)
 - T. The TSD must be IMS Certified: ISO 4500] (Occupational Health and Safety), ISO 9001 (Quality Management System) and ISO 14001 (Environment Management System) certified.
 - U. The facility must be existing for at least ten (10) years and must use non-burn technology.
 - V. The TSD must not have Pyrolysis/Incineration or any other Burning Technology to ensure compliance to the requirement for Non-Burn Healthcare Waste Treatment Process.
 - W. The TSD shall be the one to collect, transport, treat and must conduct proper disposal and destruction of used vials or bottles.
 - X. The TSD that previously served Valenzuela Medical Center must secured Very Satisfactory Certificate from the end-user. For new TSD suppliers, must secured Very Satisfactory Certificate or equivalent from other similar institution.
 - Y. The TSD must secure DOLE 174 series of 2017 Certificate with Certificate of No Pending Case.
 - Z. The Contractor must secure DOLE Safety Seal Certificate.
- AA.** The TSD must secure at least one (1) Joint Venture Agreement (JVA) with (1st) DENR Accredited Sanitary Landfill and one (1) Memorandum of Agreement with (2nd) DENR Accredited Sanitary Landfill located in Luzon only.
- BB.** The TSD shall assist in complying and updating necessary application needed in Hazardous Waste Management System (Permit to Transport, updating Manifest and Hazardous Waste Inventory, etc.) under supervision of authorized personnel and designated Pollution Control Officer of Valenzuela Medical Center.
- CC.** The frequency and manner of collection, transport, treatment and disposal of hazardous and toxic healthcare wastes shall be in accordance with the following conditions:
1. *Collection*
 - a) The TSD shall collect the hazardous and toxic health care wastes at a time mutually agreed upon by the TSD and the designated staff of the Hospital.

- Collection shall be as daily, the day and time of collection shall likewise, be mutually agreed upon by the TSD and the designated staff of concerned unit.
- b) The TSD shall supply plastics bins free of charge, properly marked/labelled with infectious substance symbol, at the collection points designated as the area of collection, which shall be separate from the municipal waste/ garbage house.
 - c) The TSD shall issue control forms for every collection thereon, indicating the total weight of the waste collected.
 - d) On-site collection vehicles to be provided should be easy to load, no sharp edges and easy to clean (preferably wheeled trolley/handcart with round body).

2. Segregation

- a) Waste receptacles (preferably foot operated with cover) and on-site collection vehicles/bins and heavy gauge (**minimum gauge should be at least 0.07mm**) plastic bags should be color-coded (Yellow for infectious and pathological wastes and Red for sharps).
- b) Waste container/collection bins and plastic bags should be properly marked/labeled with international infectious substance symbol (minimum size of label 20cmx30cm).
- c) Sealed sharp containers should be placed in a labeled red heavy gauge plastic bags (minimum size of label 20cmx30cm).

3. Transport

- a) The transport of hazardous healthcare wastes should comply with the national regulation governing transport of toxic hazardous wastes (RA 6969) and should, at all times, not pose any danger to the public during transport.
- b) The waste generator has the right to impose measures so as to ensure that the wastes are properly transported, treated and disposed.
- c) The TSD shall maintain an accomplished consignment note of all healthcare wastes taken from the generator and should be in the possession of the TSD's personnel during transport.

4. Treatment/Disposal

- a) The treatment/disposal facility of the TSD should be acceptable to the community wherein the facility is located. Further, the final disposal facility should be registered with or accredited by the Department of Environment and Natural Resources- Environmental Management Bureau (DENR-EMB).
- b) The generator has the right to conduct unannounced visit/inspection of the treatment and disposal facilities of the TSD.
- c) The TSD must secure Joint Venture Agreement (JVA) with DENR Accredited Sanitary Landfill located in Luzon only.

II. SPECIFIC DOCUMENTS REQUIRED UNDER THE TECHNICAL PROPOSAL

Accordingly, the TSD facility operator shall provide under the **Technical Proposal**, the following documents required for the above services:

- A. CTC copy for Valid and current permits and clearances from DENR-EMB as TSD facility operator:**
 1. Environmental Compliance Certificate from the DENR-EMB;
 2. Registration as TSD facility based on the Implementing Rules and Regulation of RA 6969 from DENR-EMB Central Office.
- B. Original Brochure or downloaded from the internet about the non-burn technology that will be used that is capable to treat and to render the following health care infectious/hazardous wastes unrecognizable:**
 1. Cultures and stocks of the infectious agents from laboratory and clinic work;

2. Waste from surgery and autopsies;
 3. Waste from infected patients (e.g. excreta);
 4. Waste that has been in contact with infected patients undergoing hemodialysis;
 5. Any other instrument or materials that have been in contact with infected person or animals;
 6. Infected animals from laboratories including blood, and animal carcasses;
 7. Pathological waste consists of tissues, organs, placenta, animal carcasses, and blood;
 8. Sharps include needles and syringes, scalpels, saws, blades, broken glass, infusion sets, knives, nails and other items that can cause cut or puncture wounds;
 9. Pharmaceutical waste consisting of expired, unused, split and contaminated pharmaceutical products, drugs, vaccines, vials and sera that no longer needed;
 10. Chemical waste consists of discarded solid, liquid and gaseous chemicals from diagnostic and research/experimental works including mercury and mercury containing materials);
 11. Busted fluorescent lamps/CFL bulbs;
 12. Used batteries;
 13. Used Oil;
 14. Grease trap from dietary section;
 15. Containers previously containing toxic chemical substances;
 16. Waste electrical and electronic equipment (WEEE);
 17. Other similar matters
- C. CTC copy of valid and current documents of the health care waste transporter:
1. DENR-EMB registration as waste transporter;
 2. Transport Permit issued by the DENR-EMB Regional Office;
 3. Approved manifest form to transport the infectious/hazardous wastes, in accordance with the Implementing Rules and Regulations of RA 6969.
- D. The Organizational Structure and names of personnel (management, technical, and rank and file) who will be assigned to the contract including job description, duties and responsibilities, and updated curriculum vitae of the manager, and the technical supervisors.
- E. A sworn statement that the assigned personnel have been adequately trained for the tasks at hand and that the said personnel shall be given immunization against hepatitis B and tetanus infection and provided with proper personal protective equipment (PPE) including uniform and identification. The PPE shall correspond to the specific job which includes heavy-duty gloves, face masks, thick-soled boots and protective clothing.
- F. A contingency plan showing details how to ensure continuous services during any of the following events;
1. Spills and accidents during collection
 2. Delay in collection of waste
 3. Equipment/device failure
 4. Failure of their TSD to deliver services (Transporter and/or Sanitary Landfill)
 5. Suspension Order from the Environmental Management Bureau.
- G. A sworn statement that upon award of contract the TSD operator will be entering into a Memorandum of Agreement with another DENR-EMB accredited TSD Facility Operator to take over TSD services 24 hours of occurrence of any of the above events.
- H. A sworn statement that in the event that the Owner fails to award a new contract with a TSD facility operator after the expiration of its existing contract, it is committed to extend its services for a period as assigned by the Owner.

I. A copy of the DOH Health Care Waste Management Manual 4th Edition (to be requested from the DOH Health Facility Development Bureau) as part of their familiarity with DOH standards, some of which are as follows:

1. *Collection*

- a) The TSD shall collect the hazardous and toxic health care wastes at a time mutually agreed upon by the TSD and the designated staff of the Hospital. Collection shall be as daily, the day and time of collection shall likewise, be mutually agreed upon by the TSD and the designated staff of concerned unit.
- b) The TSD shall supply plastics bins free of charge, properly marked/labelled with infectious substance symbol, at the collection points designated as the area of collection, which shall be separate from the municipal waste/ garbage house.
- c) The TSD shall issue control forms for every collection thereon, indicating the total weight of the waste collected.
- d) On-site collection vehicles to be provided should be easy to load, no sharp edges and easy to clean (preferably wheeled trolley/handcart with round body).

2. *Segregation*

- a) Waste receptacles (preferably foot operated with cover) and on-site collection vehicles/bins and heavy gauge (minimum gauge should be at least 0.07mm) plastic bags should be color-coded (Yellow for infectious and pathological wastes and Red for sharps)
- b) Waste container/collection bins and plastic bags should be properly marked/labeled with international infectious substance symbol (minimum size of label 20cmx30cm).
- c) Sealed sharp containers should be placed in a labeled red heavy gauge plastic bags (minimum size of label 20cmx30cm).

3. *Transport*

- a) The transport of hazardous healthcare wastes should comply with the national regulation governing transport of toxic hazardous wastes (RA 6969) and should, at all times, not pose any danger to the public during transport.
- b) The waste generator has the right to impose measures so as to ensure that the wastes are properly transported, treated and disposed.
- c) The TSD shall maintain an accomplished consignment note of all healthcare wastes taken from the generator and should be in the possession of the TSD's personnel during transport.

4. *Treatment/Disposal*

- a) The treatment/disposal facility of the TSD should be acceptable to the community wherein the facility is located. Further, the final disposal facility should be registered with or accredited by the Department of Environment and Natural Resources- Environmental Management Bureau (DENR-EMB).
- b) The generator has the right to conduct unannounced visit/inspection of the treatment and disposal facilities of the TSD.
- c) The TSD must secure Joint Venture Agreement (JVA) with DENR Accredited Sanitary Landfill located in Luzon only.

J. Pictures, CTC of the vehicle registration and plate number of the off-site transport vehicle/s to be used in accordance with EMB standards as follows:

1. It shall have a total enclosed car body with the driver seat separated from the loader.
2. There should be a suitable system for securing the load during transport.
3. The vehicle should be marked with the name, address and emergency telephone numbers of the waste carrier, warning signs, and markings/symbols such as international infectious/hazard symbols (30cmx30cm).

K. Updated Site Plan and Building Plans of the TSD facility including the Storage Building constructed as follows:

1. The storage area should have an impermeable, durable flooring with good drainage, and easy to clean and disinfect;
 2. It should have adequate and continuous water supply;
 3. It should have proper lighting and ventilation;
 4. It should be properly secured/locked to prevent access for unauthorized persons;
 5. It should have identified and separate areas dedicated for DOH hospitals non-treated and treated hazardous wastes for disposal.
- L. CTC of their existing Memorandum of Agreement or Contract with an accredited DENR-EMB Sanitary Landfill as a final disposal site for the treated wastes.
- M. Schedule of Daily Collection, Treatment and Final Disposal using the attached matrix, to be signed by the Bidder/TSD Facility Operator (Annex A)

III. OTHER RESPONSIBILITIES OF THE TSD FACILITY OPERATOR

- A. Comply with all Statutory Laws, Decrees, Rules and Regulations pertaining to its business and employment of its personnel, and shall hold the hospital free from all obligations and liabilities arising from labor, social and other legislations;
- B. Observe the terms and conditions of all necessary permits, registrations and/or clearances and keep the same in full force and effect during the term of this agreement;
- C. Keep adequate books and other documents consistent with applicable regulatory requirements pertaining to the performance of handling, collection, storage, transport, treatment and disposal of wastes;
- D. Send the fifth (5th) copy of the manifest to the EMB Regional Office having jurisdiction over the location of the hospital. Send the fourth (4th) copy of the manifest to the hospital showing receipt by the DENR-EMB within five (5) days after acceptance of the hazardous wastes;
- E. Keep sixth (6th) copy of the manifest for twenty-four (24) months after receipt of the hazardous wastes;
- F. Provide the hospital a monthly basis a Waste Treatment Certificate and Disposal Certificate indicating completion of treatment and disposal with an attached photocopy of the last page of the manifest signed by all parties involved.

IV. TERMS OF PAYMENT

1. All payments will be in the Philippine Pesos (PhP). The terms of payment is a progress payment for services as stated in the Contract based on the agreed and satisfactory accepted of the DOH Hospitals;
2. The TSD Operator's request for payment shall be made to the DOH Hospitals in writing, the services rendered. Waste Treatment and Disposal Certificate and report(s) submitted to and accepted by the DOH Hospitals; and upon fulfillment of other complete documentary requirements and obligations stipulated in the Contract;
3. The DOH hospitals shall settle claim for payment from the receipt of the TSD's billing documents subject to the submission of outputs and acceptance of such services by the DOH covered by a specific bill specifically itemized statement accompanied by received invoices, vouchers and other appropriate supporting materials of the amounts payable as may be agreed upon;

4. The DOH hospital shall pay the TSD facility operator on a monthly basis, payable within sixty (60) days from receipt of sales invoice and complete documentary requirements;
5. Payment for VAT/Taxes shall be withheld by DOH Hospitals remitted directly to the BIR.

V. COMMENCEMENT OF UNDERTAKING

The TSD facility operator shall commence work on the project within the period specified in the Notice to Proceed and the TSD Operator shall thereafter proceed with the Project in accordance with the time implementation schedule in the scope of work.

VI. DURATION OF CONTRACT SERVICES

The Contract of Services shall cover twelve (12) months period and will start on the dated indicated in the Notice to Proceed (NTP).

VII. PENALTY

The TSD operator shall be liable to a penalty of One Thousand Pesos (P1,000.00) for each violation of any of the above provisions of the Terms of Reference of the contract (In accordance with the Implementing Rules and Regulations of Chapter XXVIII "Refuse Disposal" of the Code on Sanitation of the Philippines), deductible from the monthly payments of the hospital concerned.

BID Opening will be on DECEMBER 20, 2023, 10:00 AM

The pre-bidding conference was adjourned at 2:00 P.M.

Prepared by:

Noted by:

Sgd. RANNIER JOHN C. FAJARDO
BAC Secretariat

Sgd. SHIRLEEN V. VIANZON
Chairperson, BAC

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 Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform] [description of the Goods]* in conformity with 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 of agent	Currency	Amount	Purpose of 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.

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: _____

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]

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]*

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

For Goods Offered from Abroad

Name of Bidder _____ Project ID No._____ Page __ of __

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)
	Brand							

Name: _____

Legal Capacity: _____

Signature: _____

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

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)
	Brand								

Name: _____

Legal Capacity: _____

Signature: _____

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

NFCC COMPUTATION FOR ELIGIBILITY CHECK

- A. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

	Year 20_____
1. Total Assets	
2. Current Assets	
3. Total Liabilities	
4. Current Liabilities	
5. Net Worth(1-3)	
6. Net Working Capital(2-4)	

- B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC= [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements (AFS) submitted to the BIR.

The Bidder shall attach the AFS to the NFCC Computation for Eligibility Check Form.

NFCC=P_____

Submitted by:

Name of Supplier/Distributor/Manufacturer Signature of _____

Authorized Representative _____

Date: _____

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE BID

This is to certify that _____(company)_____ has the following completed contracts within **Three (3) years** from the date of submission and receipt of bids.

Date of the Contract	Contracting Party	Name of Contract	Kind of Goods Sold	Amount of Contract	Date of Delivery/ End-user's Acceptance	Date of Official Receipt	Bidder is A) Manufacturer B) Supplier C) Distributor

Name and Signature of
Authorized Representative

Date

***Instructions:**

- a) Cut-off date as of:
 - (i) Up to the day before the deadline of submission of bids.
- b) In the column under "Dates", indicate the dates of Delivery/ End-user's Acceptance and Official Receipt.
- c) "Name of Contract". Indicate here the Nature/ Scope of the Contract for the Procuring Entity to determine the relevance of the entry with the Procurement at hand. Example:
"Supply and Delivery of _____ for Valenzuela Medical Center"

STATEMENT OF: (I) ONGOING CONTRACTS AND; (II) AWARDED BUT NOT YET STARTED CONTRACTS

This is to certify that _____ has the following ongoing and awarded but not yet started contracts:

Date of the Contract	Contracting Party	Name of Contract	Kind of Goods Sold	Amount of Contract	Value of Outstanding Contracts	Bidder is A) Manufacturer B) Supplier C) Distributor

Name and Signature of
Authorized Representative

Date

***Instructions:**

- a) State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of:
 - i. The day before the deadline of submission of bids.
 - b) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
 - c) The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.
 - d) "Name of Contract". Indicate here the Nature/ Scope of the Contract for easier tracking of the entries/ representations. Example: "Supply and Delivery of _____ for Valenzuela Medical Center"