

PRICE SCHEDULE

PROCURING ENTITY: PHILIPPINE CHILDREN'S MEDICAL CENTER	NAME OF BIDDER:
NAME OF PROJECT : Two (2) years Service Contract for HEALTHCARE WASTE COLLECTION	INVITATION TO BID NO. IB-2022-032

PCMC REQUIREMENT		BIDDER'S OFFER							
Item Description		ABC	Bidder's Offer to Comply with the Requirements	Unit Price EXW	Cost of Local Labor, Raw Material and Component	TOTAL PRICE EXW	Unit Price Final Destination and Unit Price of Other Incidental Services	Sales and Other Taxes Payable per Item if Contract is Awarded	TOTAL PRICE DELIVERED FINAL DESTINATION
1	Lot	Two (2) years Service Contract for HEALTHCARE WASTE COLLECTION	Php 2,520,000.00 for the 1st year						

ADDITIONAL REQUIREMENTS: > Bids will be valid for one hundred twenty (120) days and it shall remain binding upon us and may be accepted at any time before the expiration of that period; > PCMC has the right to reject any or all bids without offering any reason, waive any required formality and award the contract to any bidder whose proposals as evaluated by PCMC is the most advantageous to the government.	TERMS OF PAYMENT (For discounts being offered, if there's any. Otherwise, state "NONE") : <hr style="width: 80%; margin: 0 auto;"/> <p style="text-align: center;"><i>Name and Signature of AUTHORIZED REPRESENTATIVE</i></p> BAC & END-USER'S SIGNATURE:
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Republic of the Philippines
PHILIPPINE CHILDREN'S MEDICAL CENTER
Bids and Awards Committee

Quezon Avenue, Quezon City 1100

588-9900 local 361 Website: www.pcmc.gov.ph email: bac@pcmc.gov.ph

Terms of Reference (TOR)

Two (2) years Service Contract for HEALTHCARE WASTE COLLECTION

IB-2022-032

TERMS OF REFERENCE
TWO (2) YEARS SERVICE CONTRACT FOR HEALTHCARE WASTE
COLLECTION

I. PROJECT TITLE:

Two years contract (January 2022 to December 2023) for Healthcare Waste Collection Services

II. QUALIFICATION OF SERVICE PROVIDER (TRANSPORTER/TREATER)

The bidder must be licensed and government accredited to undertake Healthcare Wastes collection, treatment and disposal services, licenses, permits and accreditation include:

- A. Environmental Compliance Certificate from DENR-EMB
- B. Registration with DENR-EMB as transporter of Healthcare Wastes
- C. Transport Permit issued by DENR-EMB Regional Office
- D. Approved manifest form to transport the infectious / hazardous wastes in accordance with the implementing Rules and Regulations of RA 6969
- E. Registration as Treatment Storage and Disposal (TSD) facility based on the Implementing Rules and Regulations of RA 6969. TSD permit should reflect wastes code but not limited to the waste listed below on the scope of services and service site

NOTE: Cost of subcontracting services shall not exceed 20% of the total contract price, if with subcontractor. The main contractor shall submit its notarized MOA with the subcontractor during the bidding and the same licenses, accreditation and permits of the subcontractor.

- F. Technology Approval for Non-Burn Technologies from the EMB Central Office prior to the issuance of the Permit to Operate
- G. Certificate to Product Registration for equipment or devices used for treating health care wastes from the DOH-BHDT
- H. Permit to Operate Air Pollution Source and Control Installation from EMB Regional Office
- I. Discharge Permit from the EMB Regional Office
- J. ISO 14001 certified for Environmental Management System

III. SCOPE OF SERVICES AND SERVICE SITE

Healthcare wastes include the following:

A. M 501

Biomedical wastes such as Pathological waste, human tissues, organs, body parts, blood or its components and body fluids; wastes such as used cotton, gauze, diapers/napkins, catheters, disposable infected sheets and the like. Sharps such as used needles, syringes and scalpels

B. D 407

Elemental Mercury lamps, florescence lamp and used bulbs

C. M 503

Pharmaceutical wastes such as expired or spoiled medicines in any form or packaging, unused, split and contaminated pharmaceutical products, drugs, vaccines and sera; Cytotoxic waste, unused portion of vials and ampoules of cytotoxic drugs

D. G 704

Xylene, acetone, fixing solution, film developer and laboratory chemical waste products in any form or packaging, unused, split and contaminated with chemical components such as formaldehyde, methanol, disodium phosphate, monosodium phosphate, xylol, petroleum solvent, harris hematoxylin, ether, hydrogen peroxide, toluol, used chloroform, nitric acid, toluene, aniline (extra pure), Canada balsam, orange G-6, EA 50, absolute alcohol, ethyl alcohol, ammonium hydroxide, ethanol, methanol, orange G-powder, light green, methanol alcohol, aluminum ammonium sulfate, acetic, mercuric oxide, acetic acid glacial, methanol 100% eosin, methylene blue, sodium phosphate, and potassium phosphate

E. J 201

Containers previously containing toxic chemical substances

F. H 802

Grease waste generated from dietary, canteen and sewerage manholes

G. I 101

Used or waste oil (industrial oil) from vehicles and electric generating set

H. I 102

Used or waste oil (vegetable oil) from canteen and dietary

I. M 506

Waste electrical and electronic equipment

J. M 507

Waste paints, thinners, batteries; lead-acid batteries, and spray canisters

IV. OBLIGATIONS OF TRANSPORTER / TREATER

- A. TRANSPORTER/TREATER shall field and deploy an appropriate waste collection vehicle every *Monday, Wednesday and Friday (8 am to 3 pm)* to haul the hospital wastes contained in the depository located in the service site. TRANSPORTER/TREATER may field additional vehicles or make additional trips, should the need arise, due to any upsurge in waste generation or as maybe required by the PCMC.
- B. TRANSPORTER/TREATER shall ensure sufficient collection vehicles and containers to avoid upsurge of wastes; shall make sure that collection of waste shall be done on schedule at all times. Failure to do so will result to imposition of penalty/fines of one tenth (1/10) of one percent (1%) of the cost of the delayed of services and will be counted starting from the scheduled date up to the resumption of collection.
- C. TRANSPORTER/TREATER shall collect and haul out of PCMC premises all hospital waste matters contained in specified labeled plastic bag in the Depository Area located near the delivery site (about 4m x 4m) and Hazardous Waste Storage Area near Engineering Office. TRANSPORTER/TREATER shall not collect and haul any waste material not contained in the proper bag as per DOH standard or located at the designated service site. All the Healthcare wastes collected by TRANSPORTER/TREATER from PCMC premises will automatically be under the responsibility of TRANSPORTER/TREATER.
- D. TRANSPORTER/TREATER shall ensure that no further sorting or segregation of Healthcare wastes shall take place within the immediate vicinity of the service site such as adjoining public streets or sidewalks.
- E. TRANSPORTER / TREATER shall ensure that its personnel assigned to perform the services subject hereof shall wear uniform and proper identification card. TRANSPORTER/TREATER shall submit the necessary Covid test clearance, NBI, police clearances and immunization against Hepatitis B, Tetanus infection of all its personnel assigned in PCMC (attachment to the first billing).

Shall observe wearing of proper personal protective equipment (PPE) which includes heavy duty gloves, face mask, thick soled boots and protective clothing during collection.

- F. TRANSPORTER/TREATER shall not be relieved of its obligations hereunder except when the same is caused by fortuitous event such as fire, typhoon, earthquake, flood and other natural calamities which makes rendition of services by TRANSPORTER/TREATER impossible.

In no case, however, shall strike, lockouts or other concerted labor action staged by TRANSPORTER/TREATER's employees or the cessation of TRANSPORTER/TREATER's operations due to any government action by reason of TRANSPORTER/TREATER's failure to comply with pertinent laws, rules, regulations or any other reason be deemed fortuitous events.

The failure of TRANSPORTER/TREATER to perform its waste collection services in accordance with the provisions of this agreement shall render it liable to pay PCMC the amount equivalent to the cost incurred by PCMC in the event it hires other healthcare waste contractors to perform the required services.

- G. TRANSPORTER/TREATER shall also be liable to pay whatever damages PCMC may have suffered due to the former's failure to perform its services required under this Agreement.
- H. TRANSPORTER / TREATER shall provide one hundred (100) pieces yellow plastic bag per haul free of charge, clearly-marked healthcare waste bins based on DOH Manual on Health Care Waste Management.

Also, disinfectant shall be provided free of charge to ensure that all bin/s and the depository area are clean and disinfected when endorsed to PCMC's use. TRANSPORTER/TREATER shall submit certification that all bins provided to PCMC is disinfected as attachment to monthly billing.

- I. TRANSPORTER/TREATER shall issue monthly *Certificate of Disinfection & Certificate of Disposal from Controlled Dumpsite Manager/Operator* every third day of the succeeding month after the particular Healthcare waste has been treated & disposed off in a specific DENR approved dumpsite. The said certificate will be an attachment to the monthly billing.
- J. TRANSPORTER/TREATER shall have a special/secondary packaging for the cytotoxic wastes and shall adequately be sealed to ensure there will be no leakage of the contents during transport. Moreover, these packages should be clearly labeled as cytotoxic wastes.
- K. TRANSPORTER/TREATER shall ensure that its personnel, when performing the services called for at the Service site, shall observe proper courtesy and conduct, and shall not loiter in the streets or other public areas of the Service Site and/or the premises and shall endeavor to haul out the healthcare waste as cleanly as possible. Further, while in the performance of their duties, the TRANSPORTER/TREATER's personnel shall obey rules of conduct or orders or instructions, which may be issued by PCMC or its authorized representative.
- L. TRANSPORTER/TREATER employees assigned to perform the services called for herein shall submit themselves to bodily search by the security guards of PCMC.

The TRANSPORTER/TREATER shall be liable for all losses of and damages to the properties of PCMC and to the tenants of the premises and any third party, caused by the fault or negligence of TRANSPORTER/TREATER's personnel.

- M. TRANSPORTER/TREATER shall indemnify and shall hold PCMC, its stockholders, directors, officers and employees, free and harmless from any and all suits and claims that may be filed by third parties, including the employees of PCMC and the tenants of the premises and their employees, for such losses or damages, or for any action taken by third parties in connection with or related to TRANSPORTER/TREATER's business of waste disposal.
- N. TRANSPORTER/TREATER shall comply with all laws, decrees, rules and regulations pertaining to its business or employment of its personnel, particularly the payment of wages and other employees benefits, and shall hold PCMC free from all obligations and liabilities arising from labor, social and other legislations.

- O. TRANSPORTER/TREATER shall 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 agreement and keep adequate books and other documents consistent with applicable regulatory requirements pertaining to their performance of task which PCMC can access at anytime if deemed necessary.
- P. TRANSPORTER/TREATER shall provide training, free of charge, in Safety, Handling and Storage of Healthcare Wastes and Chemical Wastes to all selected PCMC personnel and housekeeping personnel once every year.
- Q. TRANSPORTER/TREATER shall maintain a satisfactory performance rating at the end of each month with the bases of 50% promptness of renewal of permits and collection of healthcare waste, 30% quality of plastic bins (yellow plastic bins should be no blood stain, etc.) and disinfection and cleaning of central storage area, 20% sufficient yellow plastic liners and plastic bins supplied to PCMC. Failure to meet and without valid reason/justification will be a ground for termination of contract.
- R. It shall be the responsibility of the TRANSPORTER/TREATER to properly dispose of such waste and shall submit updated report in compliance to PCMC EMS requirement.
- S. TRANSPORTER/TREATER shall allow PCMC to conduct random audit of its facilities, monitor compliance to regulatory directives and comply with any sanctions for non-compliance.

V. OBLIGATIONS OF PCMC

- A. PCMC must provide the necessary assistance for TRANSPORTER/TREATER to execute effectively the required services, such as:
 - a. Preparing and submitting online quarterly self-monitoring report to the DENR-EMB Regional Office;
 - b. Encouraging its custodian to exercise due diligence in the upkeep of Healthcare waste storage or Waste Depository within the Services Site;
 - c. Putting the healthcare waste in the depository area every Monday, Wednesday & Friday at the back area of the delivery site at the storage area (about 4m x 4m) located at the service site;
 - d. Preparing properly all the Healthcare wastes to be collected and ensuring that there are no obstacles, which may cause undue harm, delay or difficulty in collections. Whatever instructions that may be given by PCMC directly to TRANSPORTER/TREATER employees shall be construed simply as desire by PCMC to ensure maximum service results.
- B. PCMC shall have the right to require TRANSPORTER/TREATER to replace all or any of its personnel deployed at the Service site for reasons of discourtesy, dishonesty, misconduct and the like, and TRANSPORTER/TREATER shall immediately comply therewith.

VI. TERMS OF PAYMENT

- A. For and in consideration of the services by the TRANSPORTER/TREATER, PCMC shall pay the healthcare waste collected.
- B. Payment of services shall be on a monthly basis, subject to the submission of the following documents:
 - a. Statement of Account
 - b. Billing Invoice

- c. Certificate of Treatment
- d. Hazardous Waste Manifest System

To determine the exact amount to be paid by PCMC, the following procedure will be observed:

- a. Every waste collection period, TRANSPORTER/TREATER will issue EMB Manifest Form to PCMC to indicate the volume of waste collected, the time of collection, type of waste, plate number of vehicle and name of waste collector and driver.
- b. The volume of waste collected is determined through the weighing scale of PCMC.
- c. A representative of PCMC shall witness the preparation of the EMB Manifest Form and if all the inputs are properly accomplished, the representative of PCMC shall confirm by affixing his signature.
- d. All EMB Manifest (collected waste in a month), certificate of treatment, certificate of final disposal shall be collated and then summarized by TRANSPORTER/TREATER as attachment to their bill.
- e. PCMC shall issue monthly certification to validate the correctness of volume of waste collected.
- f. If there are no discrepancies, the Bill must be paid accordingly. If there are any discrepancies, the PCMC shall notify TRANSPORTER/TREATER within five (5) days from receipt of the Bill for necessary corrections or adjustments.
- g. Payment shall be in accordance with government auditing rules and regulations.

CONFORME:

 Authorized Signatory
 Signature over printed name

 Contact No:

 Name of Company/Firm

 Company's Official Email Address
 (where notices will be sent)

 Company's Official Contact No.



Republic of the Philippines
DEPARTMENT OF HEALTH
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Bids and Awards Committee
Quezon Avenue, Quezon City 1100
website: www.pcmc.gov.ph email: bac@pcmc.gov.ph
Trunkline: 8588-9900 local 361/355 Telefax No.: 8924-0870

SECTION I

Invitation to Bid

Two (2) years Service Contract for HEALTHCARE WASTE COLLECTION

IB-2022-032



Republic of the Philippines
DEPARTMENT OF HEALTH
PHILIPPINE CHILDREN'S MEDICAL CENTER

Quezon Avenue, Quezon City 1100

website: www.pcmc.gov.ph email: officeofthedirector@pcmc.gov.ph

Trunkline: 8588-9900 DirectLine: 8924-0836 Fax No: 8924-0840

INVITATION TO BID

1. The **Philippine Children's Medical Center (PCMC)** through the **GAA CY 2022** intends to apply the sum of **Two Million Five Hundred Twenty Thousand Pesos (Php 2,520,000.00 for the 1st year)** being the Approved Budget for the Contract (ABC) to payments under the following Invitation to Bid. Bids received in excess of the ABC shall be automatically rejected at bid opening.

IB NUMBER	ITEM DESCRIPTION	TOTAL ABC (Php)	Cost of Bidding Documents
IB-2022-032	Two (2) years Service Contract for HEALTHCARE WASTE COLLECTION	Php 2,520,000.00 for the 1 st year	Php 5,000.00

2. The **Philippine Children's Medical Center (PCMC)** now invites bids for the above-mentioned project. Delivery of the Goods is required **as stated in Section VI Schedule of Requirements**. Bidders should have completed, within the **past two (2) years** from the date of submission and receipt of bids, a contract similar 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 nondiscretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".
 - 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 PCMC and inspect the Bidding Documents at the address given below during office hours.
5. A complete set of Bidding Documents may be acquired by interested Bidders **starting October 22, 2021** upon payment of the applicable fee stated above. It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of PCMC, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.
6. The Philippine Children's Medical Center will hold a Pre-Bid Conference on **November 4, 2021 at 2:00P.M.** through video conferencing via [google meet](https://meet.google.com/upc-zpuo-owa) (meet.google.com/upc-zpuo-owa) which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission on or before **November 16, 2021 1:30 P.M., Guard-on-Duty, 3rd Floor, Procurement Division Area, PCMC Main Building**. Late bids shall not be accepted.

PhilHealth Accredited



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 **November 16, 2021, 2:00 P.M. 3rd Floor, Procurement Division Area, PCMC Main Building**. Bids will be opened in the presence of the Bidders' representatives who choose to attend at the afore-mentioned venue. In compliance to social distancing and to support the government's effort to mitigate, if not contain the transmission of COVID-19, we will strictly allow only one authorized representative per bidder company to enter the venue during opening of bids. Provided further, that said authorized representative shall follow PCMC's safety protocol by wearing face mask and face shield and shall pass the triage areas as required prior entering PCMC Premises.
10. The **Philippine Children's Medical Center (PCMC)** 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:

Procurement Division
3rd Floor, PCMC Main Building
Quezon Avenue, cor. Agham Road Quezon City
Trunkline : 8588-9900 local 361 / 355
Fax Number: 8924-0870
Email: pcmcbac@gmail.com
12. You may visit the following websites:

For downloading of Bidding Document : www.pcmc.gov.ph
www.philgeps.gov.ph

October 21, 2021


MARIA ROSARIO S. CRUZ, MD
Chairman, Bids & Awards Committee 



Republic of the Philippines
DEPARTMENT OF HEALTH
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Bids and Awards Committee
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SECTION II

Instructions to Bidders

Two (2) years Service Contract for HEALTHCARE WASTE COLLECTION

IB-2022-032

1. Scope of Bid

The **Philippine Children’s Medical Center (PCMC)** wishes to receive Bids for the following Project/s:

IB NUMBER	ITEM DESCRIPTION	TOTAL ABC (Php)
IB-2022-032	Two (2) years Service Contract for HEALTHCARE WASTE COLLECTION	Php 2,520,000.00 for the 1 st year

The above Procurement Project/s, the details of which are described in Section I. Invitation to Bid and Terms of Reference (TOR).

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for **GAA CY 2022 in the amount of Two Million Five Hundred Twenty Thousand Pesos (Php 2,520,000.00 for the 1st year).**
- 2.2. The source of funding is:
 - a. GOCC and GFIs, the Corporate Operating Budget.

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.
 - 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.

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:

- 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 procurement where the Procuring Entity has determined, after the conduct of market research, that imposition 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.

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

7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Philippine Children's Medical Center will hold a Pre-Bid Conference on **November 4, 2021 at 2:00 P.M.** through video conferencing via google meet which shall be open to prospective bidders, as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such 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 **the period of five (5) 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 e.
 - 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 **Terms of Reference (TOR)**.

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 calendar days**. 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

Use of indelible ink color blue shall be used by the authorized signatory in signing the required forms. **Strictly NO using of staple wire and thick materials for tab**

The **First (1st) Envelope**, shall contain the following **Technical Component** accomplished in two (2) sets, **each set filed in a folder**

The **Second (2nd) Envelope** shall contain the **Financial Component** accomplished in three (3) sets, **each set filed in a folder**

All copies should be certified as true copy

COLOR CODING OF FOLDERS/ENVELOPES	BROWN
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LABEL ON THE ENVELOPE/S:

- Name of PROCURING ENTITY
- Name of CONTRACT TO BE BID
- IB Number
- DATE of Bid Opening
- Name of the Bidder Company
- Address of the Bidder Company

IDENTIFY THE ENVELOPES:

- as: > Technical Component Requirements (original and copy 1)
- > Financial Component Requirement (original, copy 1 and copy 2)

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders’ representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat. In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.
- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. 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 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Terms of Reference (TOR)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

Option 1 – One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots 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

- 20.2. 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**.

CONFORME:

Authorized Signatory
Signature over printed name

Contact No:

Name of Company/Firm

Company’s Official Email Address
(where notices will be sent)

Company’s Official Contact No.



Republic of the Philippines
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Trunkline: 8588-9900 local 361/355 Telefax No.: 8924-0870

SECTION III

Bid Data Sheet

Two (2) years Service Contract for HEALTHCARE WASTE COLLECTION

IB-2022-032

Bid Data Sheet

ITB Clause							
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p style="margin-left: 40px;">a. Healthcare Waste Collection Services</p> <p style="margin-left: 40px;">b. Completed within the past two (2) years from the date of submission and receipt of bids</p>						
7.1	Subcontracting is not allowed.						
12	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.						
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> 1. The amount of not less than Php 50,400.00, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or 2. The amount of not less than Php 126,000.00, if bid security is in Surety Bond. 						
19.3	<p>Supply and Delivery of the following:</p> <table border="1" style="margin-left: 40px; width: 80%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">IB NUMBER</th> <th style="text-align: center;">ITEM DESCRIPTION</th> <th style="text-align: center;">TOTAL ABC</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">IB-2022-032</td> <td>Two (2) years Service Contract for HEALTHCARE WASTE COLLECTION</td> <td style="text-align: center;">Php 2,520,000.00 for the 1st year</td> </tr> </tbody> </table>	IB NUMBER	ITEM DESCRIPTION	TOTAL ABC	IB-2022-032	Two (2) years Service Contract for HEALTHCARE WASTE COLLECTION	Php 2,520,000.00 for the 1 st year
IB NUMBER	ITEM DESCRIPTION	TOTAL ABC					
IB-2022-032	Two (2) years Service Contract for HEALTHCARE WASTE COLLECTION	Php 2,520,000.00 for the 1 st year					
20.2	<p>The Lowest Calculated Bidder shall submit the following documentary requirements within a non-extendible period of five (5) calendar days from receipt of the notification that contain the following:</p> <ol style="list-style-type: none"> 1. Latest Income and Business Tax Returns filed and paid through the BIR Electronic Filing (EFPS) 2. Valid and current Certificate of PhilGEPS Registration 3. Current and Valid Environmental Compliance Requirements: <ol style="list-style-type: none"> a. Environmental Compliance Certificate from DENR-EMB b. Registration with DENR-EMB as transporter of Healthcare Wastes which includes but not limited to the following waste codes: D407, G704, H802, I101, I102, J201, M501, M503, M506 and M507 c. Registration as Treatment Storage and Disposal (TSD) facility based on the Implementing Rules and Regulations of RA 6969. TSD permit should reflect wastes code but not limited to the abovementioned waste codes on the scope of services and service site <p style="margin-left: 80px;"><i>NOTE: Cost of subcontracting services shall not exceed 20% of the total contract price, if with subcontractor. The main contractor shall submit its notarized MOA with the subcontractor during the bidding and the same licenses, accreditation and permits of the subcontractor.</i></p> d. Technology Approval for Non-Burn Technologies from the EMB Central Office prior to the issuance of the Permit to Operate e. Certificate to Product Registration for equipment or devices used for treating health care wastes from the DOH-BHDT f. Permit to Operate Air Pollution Source and Control Installation from EMB Regional Office 						

	<p>g. Discharge Permit from the EMB Regional Office</p> <p>h. ISO 14001 certified for Environmental Management System</p> <p>4. Other appropriate licenses and permits required by law and stated in the Bidding Documents</p> <p>Failure of the Bidder declared as LCB to duly submit the requirements stated above or a finding against the veracity of such shall be ground for forfeiture of the bid security and disqualify the Bidder for award.</p>
21.2	<i>No additional contract documents relevant to the Project</i>

CONFORME:

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SECTION IV

General Conditions of Contract

**Two (2) years Service Contract for
HEALTHCARE WASTE COLLECTION**

IB-2022-032

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**.

[Include the following clauses if Framework Agreement will be used:]

- 2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.
- 2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184. *{[Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.}*

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 *{[Include if Framework Agreement will be used:] or Framework Agreement}* specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Terms of Reference (TOR)** 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.

CONFORME:

Authorized Signatory
Signature over printed name

Contact No:

Name of Company/Firm

Company's Official Email Address
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SECTION V

Special Conditions of Contract

Two (2) years Service Contract for HEALTHCARE WASTE COLLECTION

IB-2022-032

Special Conditions of Contract

GCC Clause	
1	Not applicable.
2.2	Terms of Payment Refer to Terms of Reference (TOR)
3	Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security.
4	Not applicable.
5	Not applicable.

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SECTION VI

Schedule of Requirements

**Two (2) years Service Contract for
HEALTHCARE WASTE COLLECTION**

IB-2022-032

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

Description	Total ABC (Php)	Delivery Site	PCMC Requirement DELIVERY PERIOD
Two (2) years Service Contract for HEALTHCARE WASTE COLLECTION	Php 2,520,000.00 for the 1 st year	Materials Management Division (MMD), G/F PCMC, Quezon Avenue, corner Agham Road Quezon City	Refer to the Terms of Reference (TOR)

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SECTION VIII

Checklist of Technical and Financial Documents

**Two (2) years Service Contract for
HEALTHCARE WASTE COLLECTION**

IB-2022-032

Checklist of Technical and Financial Documents

The Bidder shall submit the following **TECHNICAL COMPONENT ENVELOPE (ARRANGED, NUMBERED AND TABBED)** *[Strictly NO using of staple wire and thick materials for tabs]* as enumerated below:

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

1. Valid PhilGEPS Registration Certification (Platinum Membership) and its Annex A.
or
2. 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
3. Mayor's/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
4. Valid Tax Clearance per Executive Order 398, series of 2005, as finally reviewed and approved by the BIR.

Note:

In the event the bidder opted to submit only requirement nos. 2 to 4 Legal Documents, the Certificate of PhilGEPS Registration (Platinum Membership) shall remain a post-qualification requirement to be submitted in accordance with Section 34.2 of the 2016 Revised IRR of RA 9184 (Pursuant to GPPB Circular 07-2017 dated 31 July 2017)

Technical Documents

5. 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. (Use of Form No. DOBA-PCMC-SCF3b is required)
6. Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid (*Refer to BDS Clause 5.3*), except under conditions provided for in Sections 23.4.1.3 and 23.4.4.4 of the 2016 Revised IRR of RA 9184, **within the period of five (5) years** from the date of submission and receipt of bids (use of Form No. DOBA-PCMC-SCF3a is required).
7. Bid Security (**Refer to BDS Clause 14.1**)
8. Terms of Reference (TOR) with signature (conforme) on all pages
9. Omnibus Sworn Statement (Use of the Form provided is required)

10. Certificate of Performance in letterhead of their clients indicating the contact numbers and email addresses signed by the authorized head of the Department from three (3) clients of the bidder issued within the last six (6) months prior to bid opening.

Note: Certification issued by PCMC – Materials and Management Division (MMD) must be included if bidder had done business with us. Certification of which should be of same category (e.g. equipment/supplies) of project being bided.

Financial Documents

1. The prospective bidder's Audited Financial Statements, showing, among others, the prospective bidder's total current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of submission.
2. The prospective bidder's computation of the Net Financial Contracting Capacity (NFCC) that must be at least equal to the ABC to be bid (*Use of Form No. DOBA-PCMC-NFF4 is required*);

OR,

a committed Line of Credit from a Universal or Commercial Bank, in lieu of its NFCC computation, it must be at least equal to 10% of the ABC.

Class "B" Documents

1. For Goods, valid joint venture agreement (JVA), in case the joint venture is already in existence. In the absence of a JVA, duly notarized statements 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. Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security. (*Use of Form No. DOBA-PCMC-JVF6 is required*).

Each partner of the joint venture shall submit their legal eligibility documents or Certificate of PhilGEPS Registration (Platinum Membership). The submission of technical and financial eligibility documents by any of the joint venture partners shall constitute compliance: Provided, That the partner responsible to submit the NFCC shall likewise submit the Statement of all its ongoing contracts and Audited Financial Statements.

The Bidder shall submit the following **FINANCIAL COMPONENT ENVELOPE (ARRANGED, NUMBERED AND TABBED)** [*Strictly NO using of staple wire and thick materials for tabs*] as enumerated below:

II. FINANCIAL COMPONENT ENVELOPE

1. Duly accomplished and signed Bid Form
2. Duly accomplished and signed Price Schedule using the form as provided
3. Section II. Instructions to Bidders with signature (conforme) on all pages
4. Section III. Bid Data Sheet with signature (conforme) on all pages
5. Section IV. General Conditions of the Contract with signature (conforme) on all pages

6. Section V. Special Conditions of the Contract with signature (conforme) on all pages

CONFORME:

Authorized Signatory
Signature over printed name

Contact No:

Name of Company/Firm

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