



Republic of the Philippines
PHILIPPINE HEALTH INSURANCE CORPORATION

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Bidding for Procurement of One (1) Lot Vulnerability Assessment and Penetration Testing

IB No. VAPT 2023-30-GSB

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the "*name of the Procuring Entity*" and "*address for bid submission*," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB –Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information

technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.

INVITATION TO BID

BIDDING FOR THE PROCUREMENT OF ONE (1) LOT VULNERABILITY ASSESSMENT AND PENETRATION TESTING (IB NO. VAPT 2023-30-GSB)



1. The Philippine Health Insurance Corporation, through the CY 2023 Corporate Operating Budget (Supplemental) intends to apply the sum of **Ten Million Nine Hundred Ninety-Eight Thousand Four Hundred Pesos (P10,998,400.00)** being the ABC to payments under the contract on the **Bidding for the Procurement of One (1) Lot Vulnerability Assessment and Penetration Testing under Invitation to Bid No. VAPT 2023-30-GSB**. Bids received in excess of the ABC shall be automatically rejected at the Opening of Bids.
2. The Philippine Health Insurance Corporation now invites bids for the above Procurement Project. Delivery of the Services is required within **One (1) Year after the receipt of the Notice to Proceed (NTP)**. Bidders should have completed, within **Three (3) Years (December 13, 2020- December 12, 2023)** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184. 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 PhilHealth-Secretariat for the Bids and Awards Committee and inspect the Bidding Documents at the address given below during 8:00 a.m. - 5:00 p.m.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **November 24, 2023- December 12 (8:00AM- 2:00PM- during weekdays only)** and on **December 13, 2023 (7:00AM - 10:00 AM)** from the given address below and upon payment of the applicable fee in the amount of **Twenty Five Thousand Pesos (P25,000.00)** for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.

6. The Philippine Health Insurance Corporation will hold a Pre-Bid Conference on **December 1, 2023, 10:30 a.m.** at SBAC Conference Area (Room 1004), PhilHealth Head Office, 10th Floor Citystate Centre, 709 Shaw Blvd., Bgy. Oranbo, Pasig City and through video conferencing via MS Teams, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below **on or before December 13, 2023, 10:30 a.m.** Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 14.**
9. Bid opening shall be on **December 13, 2023, 10:30 a.m.** at SBAC Conference Area, (Rm. 1004), PhilHealth Head Office, 10th Flr., Citystate Centre 709 Shaw Blvd., Brgy. Oranbo, Pasig City and via MS Teams. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The Philippine Health Insurance Corporation 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:

Secretariat for the Bids and Awards Committees

PhilHealth Head Office, Room 1003, 10th Floor, Citystate Centre Building
709 Shaw Blvd., Bgy. Oranbo, Pasig City
Telephone: 441-7444 local 7673 / Telefax: 637-4735
sst.sbac@gmail.com

For:


ASVP CLEMENTINE A. BAUTISTA, M.D.
Chairperson, BAC-GS B 

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, Philippine Health Insurance Corporation wishes to receive Bids on the **Bidding for the Procurement of One (1) Lot Vulnerability Assessment and Penetration Testing under Invitation to Bid No. VAPT 2023-30-GSB**

The Procurement Project (referred to herein as "Project") is composed of One (1) Lot, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for CY 2023 in the total amount of **Ten Million Nine Hundred Ninety-Eight Thousand Four Hundred Pesos (₱10,998,400.00)**.

2.2. The source of funding is Corporate Operating Budget (Supplemental).

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. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - 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.**
- 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 Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address the SBAC Conference Room 1004, 10thFlr. PhilHealth Head Office, Citystate Bldg., 709 Shaw Blvd., Brgy. Oranbo, Pasig City and through MS Teams videoconferencing 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 **Three (3) Years (December 13, 2020-December 12, 2023)** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;

- iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
- iv. The price of other (incidental) services, if any, listed in the **BDS**.

b. For Goods offered from abroad:

- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
- ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

13.2. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration 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 **One Hundred Twenty (120) Calendar days after the Opening of Bids**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The

NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4. The Project shall be awarded as follows:

One Project having several items 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

- 20.1. 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**.

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Har

Bid Data Sheet

| ITB Clause | |
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| 5.3 | <p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. VAPT Services b. A single completed contract similar to the project, equivalent to at least fifty percent (50%) of the ABC, within Three (3) years (December 13, 2020 to December 12, 2023) prior to the deadline for the submission and receipt of bids. |
| 7.1 | Subcontracting not allowed. |
| 12 | No further instruction |
| 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> <ul style="list-style-type: none"> a. The amount of not less than Two Hundred Nineteen Thousand Nine Hundred Sixty-Eight Pesos (P219,968.00) [two percent (2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Five Hundred Forty-Nine Thousand Nine Hundred Twenty Pesos (P549,920.00) [five percent (5%) of ABC] if bid security is in Surety Bond. |
| 15 | <p>Each bidder shall submit one (1) mother envelope which contains the two (2) envelopes.</p> <p>The first envelope shall be labeled as "ORIGINAL BID", containing the "ORIGINAL TECHNICAL COMPONENT" AND "ORIGINAL FINANCIAL COMPONENT".</p> <p>The second envelope shall be labeled as "COPY No. 1", containing "COPY No. 1" – TECHNICAL COMPONENT" AND "COPY No. 1"- FINANCIAL COMPONENT".</p> <p>The labelled envelopes shall indicate the following details:</p> <ul style="list-style-type: none"> 1. Name of the contract to be bid 2. Name and Address of the bidder 3. Recipient BAC (BAC-GS B) / Procuring Entity (PhilHealth) 4. Remarks "Do not open before (Date and time of opening of bids)" |

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|------|---|
| 19.3 | <p>Procurement of One (1) Lot Vulnerability Assessment and Penetration Testing in the amount of Ten Million Nine Hundred Ninety-Eight Thousand Four Hundred Pesos (P10,998,400.00).</p> <p>Bids received in excess of ABC shall be automatically rejected at the Opening of Bids.</p> |
| 20.1 | <ol style="list-style-type: none"> 1. Eligibility Documents as listed in "Annex A" of the Certificate of PhilGEPS Registration (Platinum Membership): <ol style="list-style-type: none"> a. Registration Certificate from Security and Exchange Commission (SEC) Certificate with latest General Information Sheet (GIS) or Department of Trade and Industry (DTI), whichever is applicable; b. CY 2023 Mayor's or Business Permit; c. Valid Tax Clearance; and d. Audited Financial Statement for CY 2022. 2. Bureau of Internal Revenue (BIR) Value Added Tax Registration Form and Payment Form (BIR Form No. 2303 and 0605); 3. The bidder's annual income tax return (ITR) for CY 2022 stamped "received" by the BIR and duly validated OR filed through EFPS or EBIRFORMS; 4. The bidder must present its latest Business Tax Return (Value Added Tax or Percentage Tax) via the Electronic Filing and Payment System (EFPS) covering the period 2nd and 3rd Quarter of 2023 (Effective May 1, 2005 only Tax Returns filed through the EFPS shall be accepted); and 5. Proof of payment that the bidder have paid the PhilHealth premium contributions of their employees from May- October 2023; |
| 21.2 | No further instruction. |

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

| GCC Clause | |
|------------|---|
| | <p>Delivery and Documents –</p> <p>Delivery of the Services shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity's Representative at the Project Site is a personnel from the <i>Corporate Information Security Department</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none"> a. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p> |
| | <p>Regular and Recurring Services –</p> <p>The contract for regular and recurring services shall be subject to a renewal whereby the performance evaluation of the service provider shall be conducted in accordance with Section VII. Technical specifications.</p> |
| 2.2 | Not Applicable. |
| 4 | Not applicable. |
| 5 | Three Percent (3 %) Retention Money |

| | |
|----------------------------------|---|
| Other conditions in the contract | <p>A. The winning bidder shall submit Tax Clearance Certificate in compliance with Executive Order 398, s. 2005. The winning bidder /service provider shall pay its taxes in full and on time and that failure to do so will entitle the government agencies to suspend payment for the goods delivered or services rendered.</p> <p>B. The winning bidder holds PhilHealth free and harmless from any claim, obligation or liability that may be caused to any third party that may be injured or harmed due to the willful, unlawful or negligent act or omission of the winning bidder or any of its personnel or representative, without prejudice to any other legal action that PhilHealth may have against the winning bidder for, in relation to the implementation of the Contract.</p> <p>C. If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>Any legal action, suit or proceeding arising out of or relating to the Contract shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004".</p> <p>Whenever necessary to promote Arbitration or to seek judicial relief, PhilHealth and the winning bidder agree that any legal action, suit or proceeding arising out of or relating to the Contract may be instituted in any competent court where the principal office of PhilHealth is situated, to the exclusion of other courts of equal jurisdiction.</p> <p>D. In the event that PhilHealth is compelled to commence arbitration or to seek judicial relief to enforce the provisions of the Contract, it shall be entitled to attorney's fees and liquidated damages equivalent to ten percent (10%) and fifteen percent (15%), respectively, of the contract price or the amount claimed in the arbitration or judicial action, whichever is higher, aside from the cost of arbitration or litigation, whichever is applicable, and other expenses incidental thereto.</p> <p>E. This Agreement shall take effect upon signing thereof by the Parties and the winning bidder shall commence performance of its obligations upon the issuance by PhilHealth of a Notice to Proceed.</p> |
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Section VI. Schedule of Requirements

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

| Item Number | Description | Quantity | Total | Delivered, Weeks/Months |
|--------------------|---|-----------------|--------------|---|
| 1 | One (1) Lot Vulnerability Assessment and Penetration Testing | 1 lot | 1 lot | Delivery of service shall be within One (1) Year after the receipt of the winning bidder of the Notice to Proceed. |

I hereby certify to comply and deliver all the above requirements.

Name of Company/Bidder

Signature over Printed Name of Authorized Representative

Date

Section VII. Technical Specifications

Technical Specifications

| Specification | Statement of Compliance |
|--|-------------------------|
| <p><u>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.</u></p> | |
| I. OBJECTIVES | Statement of Compliance |
| <p>Vulnerability Assessment and Penetration Testing are few of the most reliable methods for performing “Risk Assessment” in accordance with globally accepted Security Standards and best practices. The proposed project requires the expertise of a third party to do an independent assessment of PhilHealth’s security posture by undertaking technical reviews such as Penetration Testing (PT) and Vulnerability Assessment (VA). The project aims to:</p> <ol style="list-style-type: none"> 1. Gain a better understanding of potential threats and vulnerabilities that may be visible from both external and internal network. 2. Identify all existing inherent and potential risks and vulnerabilities related to the systems, media, devices, facilities, and personnel. 3. Evaluate the security measures associated with public web service and web applications that are used by the member’s/contributors. 4. Validate the effectiveness and efficiency of existing defenses. 5. Recommend action plans and provide guidance on how to mitigate identified risks and vulnerabilities and secure IT infrastructure from internal and external attacks. | |

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| 6. Conduct presentation to stakeholders regarding the existing risks faced by the organization at the end of the project year. | |
| II. SCOPE OF WORK | |
| <p>The winning bidder must provide the following:</p> <ol style="list-style-type: none"> 1. On demand vulnerability assessment and penetration tests (VAPT) for a minimum of nine thousand (9,000) network targets (workstations and servers) and twenty (20) web applications. 2. Social Engineering attack simulation 3. Physical Security assessment of four (4) PhilHealth Regional Offices. 4. Planning, scoping and reconnaissance activities. 5. Documentation and reports (to include, but not limited to rules of engagement, executive and technical) 6. Remediation / Action Plan to address the vulnerabilities discovered. 7. Handholding with concerned units to properly remediate the VAPT findings. | |
| III. GENERAL REQUIREMENTS | |
| <ol style="list-style-type: none"> 1. The methodology to be used shall be aligned to PhilHealth's needs. The proponent should consider the business process of the organization during planning and testing activities. 2. The methodology shall include known techniques, tactics, and procedures used by threat actors actively attacking the financial, health, and government sectors. 3. The methodology shall be based on a globally accepted framework. 4. The proponent shall actively involve PhilHealth in the conduct of all the activities and immediately notify PhilHealth of any critical vulnerability even prior to the actual report issuance. 5. Findings and recommendations shall be kept classified and presented according to severity. | |

- | | |
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| <ol style="list-style-type: none">6. Report shall provide remediation duly prioritized. These should provide a practical, do-able, and effective solution for remediation of the vulnerabilities discovered.7. Report shall be finalized by the proponent after validation with the PhilHealth VAPT team.8. Based on the findings, the proponent shall provide references and knowledge for configuration, and infrastructure best practices that will help PhilHealth to raise its security posture.9. Follow-up assessments shall be carried out and shall focus on closure of the issues that were discovered.10. Must include all other necessary services to perform the VAPT activities.11. The VAPT project shall have the below major activities. Rules of Engagement (ROE) for each major activity must be provided.<ol style="list-style-type: none">A. Vulnerability Assessment and Penetration Testing (VAPT)<ol style="list-style-type: none">1. PhilHealth's Network and hosts including at least the following activities (to be conducted at PhilHealth Head Office and 4 PROs):<ul style="list-style-type: none">• Network-based Scan• Host-based Scan• Vulnerability Scan• Vulnerability Analysis and Validation• Assessment of the Security Configuration• Risk Analysis• Test PHILHEALTH's network (without and with whitelisting)• Conduct of follow-up assessments after exploitable vulnerabilities are corrected. | |
|---|--|

2. PhilHealth's Internal and External Application System

- Scanning of Applications
- Test from both internal and external PHILHEALTH's network (without and with whitelisting)
- Test after infrastructure or application upgrades (e.g., operating system upgrade, sub-network added to the environment, or a web server added to the environment)
- Application layer penetration tests
- Application Programming Interface (API) Security Assessment
- Mobile Application Testing
- Conduct of follow-up assessments after exploitable vulnerabilities are corrected.

B. Social Engineering and Physical Security Testing

1. Social Engineering Attack Simulation

- 3 Cycles of Email Phishing (All PhilHealth email users)
- Vishing (2 targets per PRO, 50 targets Head Office)
- Malicious USB Drop to common areas on four (4) PhilHealth Regional Offices (which will also be the target of the Annual Physical Security Testing)

2. Annual Physical Security Testing

- Entry and Access to four (4) PhilHealth Regional Offices (PROs) to be closely monitored by one (1) InfoSec personnel onsite.
- Wireless Access Point Assessment – test the presence of wireless access points and unauthorized wireless access points.

| | |
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| <p>12. After conduct of the activities, the winning bidder shall deliver the following:</p> <ul style="list-style-type: none"> 12.1. Vulnerability Assessment and Penetration Testing Report (Executive Summary, Conclusion for Management Area, and Specific Action Plans) 12.2. Security Profiling Results (including reports from automated scanning tools) 12.3. Details of all attacks undertaken, tools used and where applied. 12.4. Results of each attack 12.5. Detailed observations and recommendations 12.6. Vulnerability findings and observations 12.7. Risk Response Plan <p>13. All deliverables shall become PHILHEALTH's property.</p> | |
| <p>IV. PROPONENT REQUIREMENTS</p> | |
| <ul style="list-style-type: none"> 1. The proponent must be a recognized Cybersecurity Assessment Provider for Vulnerability Assessment and Penetration Testing (VAPT) and Information Security Management System (ISMS) by the Department of Information and Communications Technology (DICT). 2. The proponent must have rendered or is currently rendering Vulnerability Assessment and Penetration Testing (VAPT) services or have an existing engagement of at least 3 government financial institutions or in the financial services (Philippine universal banks, insurance or other financial services sector). The proponent must also submit a satisfactory performance as proof. 3. The proponent must be in the Information and Communications Technology industry for at least twenty-five (25) years of experience in networks, information systems security and/or information security management and/or advisory services and/or has completed and/or managed consulting services of size, complexity, and technical specialty comparable to proposed project engagement with PHILHEALTH. 4. The proponent must provide a Project Engagement Team composed of at least four (4) members with one (1) Project Manager, one (1) Team Leader, and at least two (2) Team Members. | |

| | |
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| <p>5. The assigned project manager should have a valid Certification in the field of IT Security/Information Security.</p> <p>6. Minimum Competencies of the members of the Project Engagement Team (PET) – consulting firm/services provider shall send full-time employees who shall possess either one of the following qualifications/core competencies:</p> <ul style="list-style-type: none"> a. EC Certified Ethical Hacker and/or b. Certified Professional Penetration Tester and/or c. Certified Red Team Professional and/or d. Certified Threat Intelligence Analyst <p>7. The Project Engagement Team shall complete the engagement within the prescribed period. In extreme cases where replacement of any of the member is inevitable, the new member must possess the required minimum qualifications/competencies and such replacement shall be subject to the approval of the PhilHealth President and CEO.</p> <p>8. Must submit all the documentary requirements to support the abovementioned qualifications specified.</p> <p>9. The proponent shall submit certification or letter that PHILHEALTH has undergone Security Risk Assessment based on the overall results with the corresponding rating.</p> <p>10. The proponent shall provide their own hardware (brand new) necessary for the conduct of the VAPT and must stay under the custody of PhilHealth for the duration of the project. Likewise, they must completely remove applications, software, utilities, and tools used for the VAPT and submit documentations and/or reports of the removal.</p> <p>11. The proponent shall cover all travel expenses (transportation, hotel accommodation, per diems) of the InfoSec personnel who will monitor the Annual Physical Testing activity for four (4) PhilHealth Regional Offices.</p> | |
| <p>V. NON-DISCLOSURE AGREEMENT (NDA)</p> | |
| <p>The proponent and its project team members are required to sign a non-disclosure agreement and maintain strict confidentiality on any information accessed from the PhilHealth assets or provided by PhilHealth which shall apply even after the end of the contract.</p> | |

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| VI. KNOWLEDGE TRANSFER TRAINING | | | | | | | | | | | | | | |
|---|---------------------|--------|---------------------|---|---|---|---|---|---|--|---|---|---|--|
| <p>The proponent must provide knowledge transfer and certification training free of charge for PhilHealth InfoSec personnel. The courses in the table below must be provided by the proponent but PhilHealth must be able to change the said courses according to PhilHealth's current training needs. However, the number of personnel must not be less than what is stated in the table.</p> | | | | | | | | | | | | | | |
| <table><tr><th>Course</th><th>No. of Participants</th></tr><tr><td>Network VAPT Tool knowledge transfer (e.g: nmap, Wireshark, etc.)</td><td>5</td></tr><tr><td>Webapp VAPT Tool knowledge transfer (e.g: Acunetix, Nessus, Qualys, etc.)</td><td>5</td></tr><tr><td>Phishing Simulation Tool knowledge transfer</td><td>5</td></tr><tr><td>Cybersecurity related certification training</td><td>5</td></tr><tr><td>Project Management certification training</td><td>5</td></tr></table> | | Course | No. of Participants | Network VAPT Tool knowledge transfer (e.g: nmap, Wireshark, etc.) | 5 | Webapp VAPT Tool knowledge transfer (e.g: Acunetix, Nessus, Qualys, etc.) | 5 | Phishing Simulation Tool knowledge transfer | 5 | Cybersecurity related certification training | 5 | Project Management certification training | 5 | |
| Course | No. of Participants | | | | | | | | | | | | | |
| Network VAPT Tool knowledge transfer (e.g: nmap, Wireshark, etc.) | 5 | | | | | | | | | | | | | |
| Webapp VAPT Tool knowledge transfer (e.g: Acunetix, Nessus, Qualys, etc.) | 5 | | | | | | | | | | | | | |
| Phishing Simulation Tool knowledge transfer | 5 | | | | | | | | | | | | | |
| Cybersecurity related certification training | 5 | | | | | | | | | | | | | |
| Project Management certification training | 5 | | | | | | | | | | | | | |
| <p>Certification Training must be conducted by a certified trainer on a certified training center. Training vouchers are accepted, which can be availed anytime without expiration. All expenses in the conduct of the training must be shouldered by the winning proponent.</p> | | | | | | | | | | | | | | |
| VII. ACCEPTANCE | | | | | | | | | | | | | | |
| <p>PhilHealth must review and approve the assessment and testing conducted by the winning proponent. All deliverables mentioned above and required documents should be checked by PhilHealth and complied by the winning proponent before the final acceptance of the project.</p> | | | | | | | | | | | | | | |

| VIII. PAYMENT AND RATE SCHEDULE | | | | |
|--|---|------|--|--|
| | | | | |
| Milestone Payment | Deliverables | % | Remarks | |
| Conduct of Network VAPT | Complete documentation and results of Network VAPT | 20% | Three percent (3%) Retention Fee will be deducted from each payment. | |
| Conduct of Web VAPT | Complete documentation and results of Web VAPT | 20% | | |
| Conduct of Physical Security Assessment | Complete documentation and results of physical Security Assessment | 20% | | |
| Conduct of Social Engineering Activity | Complete documentation and results of Social Engineering Activity | 20% | | |
| Delivery of Consolidated Report and Final Acceptance of the Project | Consolidated documentation including executive summary report and duly signed final acceptance document | 20% | | |
| Total | | 100% | | |
| IX. SERVICES DELIVERY ADDRESS AND DATE | | | | |
| <p>The proponent must perform the service deliverables within one (1) year after the receipt of the Notice to Proceed (NTP). The place of delivery is at Room 1401 14th Floor, Citystate Centre Building, 709 Shaw Boulevard, Pasig City. For the Physical Security Assessment, the sites will be One (1) PhilHealth Office for each Area. Please see table below for reference.</p> | | | | |

| | |
|---------------|---|
| Area 1 | PhilHealth Regional Office 1 - Dagupan City PhilHealth Regional Office 2 - Tuguegarao City PhilHealth Regional Office CAR - Baguio City PhilHealth Regional Office 3 (Branch A) - San Fernando City PhilHealth Regional Office 3 (Branch B) Malolos City |
| Area 2 | PhilHealth Regional Office NCR – Quezon City PhilHealth Regional Office NCR (Central Branch) – Quezon City PhilHealth Regional Office NCR (North Branch) – Caloocan City PhilHealth Regional Office NCR (South Branch) – Pasig City PhilHealth Regional Office 4A – Lucena City PhilHealth Regional Office 4B – Batangas City PhilHealth Regional Office 5 – Legazpi City |
| Area 3 | PhilHealth Regional Office 6 – Iloilo City PhilHealth Regional Office 7 – Cebu City PhilHealth Regional Office 8 – Tacloban City |
| Area 4 | PhilHealth Regional Office 9 – Zamboanga City PhilHealth Regional Office 10 – Cagayan de Oro City PhilHealth Regional Office 11 – Davao City PhilHealth Regional Office 12 – Koronadal City PhilHealth Regional Office CARAGA – Butuan City PhilHealth Regional Office BARMM – Marawi City |

I hereby certify to comply with all the above Technical Specifications

Name of Company/Bidder

Signature over Printed Name of
Authorized Representative

Date

MB

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary "pass/fail" criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (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, Documents **(within Three (3) years from December 13, 2020 to December 12, 2023)** and the statement shall include the following:
 - 1. End-user's Acceptance; or**
 - 2. Official Receipt/s or**
 - 3. Sales Invoice/s);****Note: Billing Statement or any other documents not stated herein shall not be accepted.**
- (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; **and**
- (e) Conformity with the **Technical Specifications**, which shall include delivery schedule (**Schedule of Requirements**); **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

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

Class "B" Documents

- (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

Handwritten signature/initials

and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

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

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.

REQUIRED FORMS AND TEMPLATES

Statement of All On-Going Government and Private Contracts, Including Contracts Awarded but not yet Started, if any

[Date]

The Chairperson, BAC
Philippine Health Insurance Corporation
709 Shaw Boulevard, Oranbo
Pasig City

Dear Sir/Ma'am

In compliance with the eligibility requirements for the bidding of the (name of Project) , this is to certify that *[name and complete address of Bidder]* has the following on-going government and private contracts. [including contracts awarded but not yet started]:

| Tab No. | Name of Contract | Date of Contract | Amount of Contract | Contract Duration | Owner's Name and Address | Kind of Goods | Total Contract Value at Award (in PhP) | [Estimated] Date of Completion | Value of Outstanding Works, applicable if (in PhP) |
|---------|------------------|------------------|--------------------|-------------------|--------------------------|---------------|--|--------------------------------|--|
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

Yours sincerely,

[Signature over printed name of Authorized Representative]

[Title]

[Name of Company]

Statement of Single Largest Completed Contract (SLCC)

[Date]

The Chairperson, BAC
Philippine Health Insurance Corporation
709 Shaw Boulevard, Oranbo
Pasig City

Dear Sir/Ma'am,

In compliance with the eligibility requirements for the bidding of the _(Project Name)_, this is to certify that *[name and complete address of Bidder]* has the following completed government and private contracts:

| Tab No. | Name of Completed Contract | Date of Contract | Contract Duration | Amount of Contract | Owner's Name and Address | Definition or Description of the Similar project or major categories of work | Date of Completion | Supporting Documents submitted (End-User's Acceptance or Official Receipt(s) or Sales Invoice |
|---------|----------------------------|------------------|-------------------|--------------------|--------------------------|--|--------------------|---|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

Yours sincerely,

[Signature over printed name of Authorized Representative]

[Title]

[Name of Company]

Note: This statement shall be supported by end-user's acceptance or Official Receipt(s) or Sales Invoice. These supporting documents shall be numbered and tabbed in the same sequence as the list of contracts appears in this statement.

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:]*

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[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]
Affian

[Jurat]

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

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 | Amount | Purpose of |
|------------------|----------|------------------------|
| Of agent | Currency | Commission or gratuity |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

(if none, state "None")]

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

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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) |
| | | | | | | | | |

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of:



1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100.

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