

Section 1

Invitation to Apply for Eligibility and to Bid (IAEB)

**Republic of the Philippines
Philippine Health Insurance Corporation (PHIC)
Regional Office No. 7 (PR0-7)
Cebu City**



INVITATION TO APPLY FOR ELIGIBILITY AND TO BID
No. 2021 - 04

The **PhilHealth Regional Office VII** through the Corporate Operating Budget CY 2021, intends to apply the sum of **Php 1,675,588.00**, being the **Approved Budget of the Contract (ABC)** to payments under the contract :

Procurement of Anti-Covid 19 Supplies and Materials			
	Particlars	Total ABC	PRICE OF BID DOCS
LOT 1	1,692 boxes Vitamin C with Zinc (at least 10mg), 500 mg, 100 cap/box	Php 770,000	Php 1,000.00
LOT 2	2,538 boxes Medical Face Masks 50 boxes Examination Gloves 70 boxes PEE Suit Set	Php 417,188.26	Php 500.00
LOT 3	2,538 bottles Alcohol (isopropyl), 70% solution, 500 ml 595 gallons Hand sanitizer gel, alcohol-based, at least 60% 302 gallons Sodium Hypochlorite / Disinfectant Solution	Php 488,399.74	Php 500.00
	TOTAL ABC LOT 1,2 and 3	Php 1,675,588.00	P 2,000.00

Bids received in excess of the ABC shall be automatically rejected at the bid opening.

The PhilHealth Regional Office VII now invites bids for the above procurement project. Delivery of the Goods is required **thirty (30) calendar days**. Bidders should have completed within two 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 (Instruction to Bidders).

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) 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 5183.

Prospective bidders may obtain further information from PhilHealth Regional Office VII and inspect the Bidding Documents at the address given below during office hours (8:00AM - 4:00PM).

A complete set of Bidding Documents may be acquired by interested bidders on the schedule of activities as stated below and upon payment **equivalent per lot (see above table)**

Bidders can deposit their payment of the bidding documents at :

Account Name : Phil Health Insurance Corp.-VII
Account No. Landbank Cebu Mango Branch 3172-1004-05

Bidder should email the **VALIDATED DEPOSIT SLIP** to pro7bac@gmail.com before 2:00pm of the day the deposit is made. We will issue an Official Receipt on the same date and also email a copy to the bidder.

The **ORIGINAL VALIDATED DEPOSIT SLIP** must be mailed to the **PRO VII – BAC Secretariat** at:

PhilHealth Regional Office VII, 8th floor, Skytower Building Escario corner Acacia Streets, Cebu City.

Upon receipt of the original validated **DEPOSIT SLIP**, the **PRO VII – BAC Secretariat** will likewise email the original **OFFICIAL RECEIPT** to the bidder.

It may also be downloaded free of charge from the website of the PhilGeps and the website of the Procuring Entity, provided that bidders shall pay the applicable free from the Bidding Documents not later than the submission of their bids.



The schedule of activities is listed, as follows:

Activities	Time	Schedule
1. Issuance of bid documents	8:00 am – 4:00 pm	September 16, 2021 – October 5, 2021
2. Pre-bid Conference	10:00 AM	September 23, 2021, via videoconferencing thru Microsoft Teams
3. Deadline : Bid Submission	9:30 AM	October 5, 2021
4. Opening of bids	10:00 AM	October 5, 2021 at 10:00am via videoconferencing. The Physical opening of bids will be held in the 8th floor - MSD area of PRO VII and will be witnessed by all attendees during the videoconferencing

Bids must be submitted at least **thirty minutes before the deadline for the opening of bids (or at 9:30 AM of October 5, 2021)**. All bids must be accompanied by a Bid Security in any of the following acceptable form in the amount stated in the ITB Clause No. 18. The bids shall be opened in the presence of the bidders or their duly authorized representatives who shall attend physically or through virtual meeting itself. Late bids shall not be accepted.

All Bids must be accompanied by a bid security by a bid security in any of the acceptable forms and in the amount stated in the ITB Clause 14.

Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

The **PhilHealth Regional Office VII** reserves the right to accept or reject any or all Bids, declare a failure of bidding, or not award the contract at any time prior to contract at any time prior to award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

For further information, pls refer to:

Jocelyn E. Divinagracia
Bac Secretariat
0922-6073757 or 0915-3198226
Email Address: *pro7bac@gmail.com*

Philippine Health Insurance Corporation – PhilHealth Regional Office VII
8th Floor Skytower Building Escario corner Acacia Sts., Cebu City 6000
Tel. No.: (032) 2342571
*Email Address: *pro7bac@gmail.com**
Fax No.: (032) 233-3287
*Website: *www.philhealth.gov.ph**





**TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS
 FOR PROCUREMENT OF ANTI-COVID 19 SUPPLIES & MATERIALS
 for PhilHealth Regional Office VII (PRO VII) and its Local Health Insurance Offices (LHIOs)**

I. Overview

The Philippine Health Insurance Corporation is providing this Terms of Reference specifying the Technical Specifications for the procurement of quality supplies and materials that help employees stay protected against COVID-19 while performing duties in PRO VII, LHIO, Satellite Office, and in the field (hospitals and malls).

II. Objective

To procure from a reputable supplier quality supplies and materials that help employees stay protected against COVID-19 while performing duties.

III. Approved Budget for the Contract and Delivery

- The approved budget of the contract (ABC) and items to be bid in **THREE (3) LOTS** are as follows:

Lot	Particulars	Unit	Unit Price	Quantity	Amount (in PhP)
Lot 1	Vitamin C with Zinc (at least 10mg), 500 mg, 100 cap/box (4 boxes per employee)	Box	455.08	1692	770,000.00
ABC (Lot 1)					770,000.00
Lot 2	Medical Face Mask, at least Three-ply, with ear loops, adjustable nose bridge. Protection against outside moisture, Can block more than 90% of the 5-micron particles (dust, pollen, bacteria, viruses, and other airborne particles), Disposable, ADULT size, Box of 50's (6 boxes per employee)	Box	136.52	2,538	346,487.76
	Examination gloves (vinyl), 100 pcs/box (for office use)	Box	431.21	50	21,560.50
	PPE Suit set (autoclave coverall, goggles, cap, foot cover, gloves, face mask) (1 set per staff – PCARES, Malasakit, SI)	Set	702.00	70	49,140.00
ABC (Lot 2)					417,188.26

Lot 3	Alcohol (isopropyl), 70% solution, 500 ml bottle (6 bottles per employee)	Bottle	58.98	2,538	149,691.24
	Hand sanitizer gel, alcohol-based, at least 60% (office refill, for frontliners)	Gallon	510.00	545	277,950.00
	Hand sanitizer gel, alcohol-based, at least 60% (1 gallon per staff – PCARES & Malasakit)	Gallon	510.00	50	25,500.00
	Sodium Hypochlorite / Disinfectant Solution (for offices)	Gallon	116.75	302	35,258.50
ABC (Lot 3)					488,399.74
GRAND TOTAL (Lot 1, Lot 2, Lot 3)					1,675,588.00

- The Total Approved Budget for the Contract (ABC) covers all incidental costs in the supply, delivery and warranty of all the supplies and materials including replacements of all defective items.
- Bidders may bid for ANY or ALL of the Lots itemized above and must indicate the unit cost per item as required in the Bid Form. The unit price offered by the bidder should not exceed the approved unit cost, else, the bid for the LOT where the item belongs shall be rejected.
- The awarding of bids shall be according to the lowest calculated and responsive bid for EACH LOT.
- Within (thirty) 30 calendar days from receipt of Notice to Proceed, the goods should be delivered to:
 - PhilHealth Regional Office VII
8th Floor, Skytower, N. Escario Street corner Acacia Street, Cebu City
Contact Person: Jocelyn E. Divinagracia
Contact No. : 0922-6073757
Landline No. : 032-2342571
- The delivery cost and all incidental expenses shall be borne by the winning bidder / supplier.
- PRO VII as the procuring entity shall issue a Notice of Award to the winning bidder and within ten (10) calendar days thereof, the winning bidder must post the required Performance Security and enter into contract with the procuring entity. Failure to enter into contract with the procuring entity or post the required Performance Security within the prescribed period shall forfeit the bid security and sanctions shall be imposed as provided for in the IRR of RA 9184 and other existing laws, except when such failure, refusal or inability is through no fault of the winning bidder / supplier.

- The inspection of the items delivered in the regional office shall be performed by the PRO VII Inspection Committee and the Supplies Management staff of the General Services Unit.
- Payment of the deliveries shall be processed upon issuance of Certificate of Inspection and Acceptance by the End-User of the Procuring Entity.

IV. Warranty, Liquidated Damages and After Sales Support

- In order to assure that manufacturing defects shall be corrected by the supplier including damages due to poor packaging, mishandling during delivery, broken caps or covers, among others, a warranty security shall be required from the contract awardee / winning supplier for a minimum period of three (3) months after issuance of Certificate of Acceptance by the Procuring Entity of the delivered items.
- The obligation for the warranty shall be covered by either a special bank guarantee or in the form of retention money equivalent to at least 1% of the total contract price. If supplier opts for a bank guarantee, the latter shall be issued to the procuring entity prior to the implementation of the Purchase Contract. The bank guarantee or retention money shall be released only after lapse of the warranty period (3 months from issuance of Certificate of Acceptance) provided that supplies delivered are free from patent and latent defects and all the conditions imposed under the contract have been fully met.
- In case when the supplier fails to satisfactorily deliver the goods within the specified delivery schedule, the supplier shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, an amount equivalent to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the procuring entity concerned.

V. Other Terms and Conditions

- The bidder must be duly registered with PhilHealth and remitting the monthly premium contributions of all its employees to the Philippine Health Insurance Corporation per PhilHealth Office Order No. 13 series of 2009.

Submitted:



ATTY. GERARDO S. ORTIZ

Division Chief IV – MSD

Date: _____

Approved:



DR. EDWIN M. ORIÑA

Regional Vice President

Date: 09/06/21

Section 2

Instructions to Bidders (ITB)

**Republic of the Philippines
Philippine Health Insurance Corporation (PHIC)
Regional Office No. 7 (PR0-7)
Cebu City**

INSTRUCTION TO BIDDERS

1. Scope of Bid

The Procuring Entity, **PhilHealth Regional Office VII** wishes to receive Bids for the **Procurement of Anti - Covid Supplies and Materials** with identification number **2021-04**

The Procurement Project is composed of **three lots**, 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 2021** in the amount of **Php 1,675,588.00**

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.

A. 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 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:
 - 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.
- 7.2. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

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 and/or through videoconferencing/webcasting} 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 **two years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

- ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *[indicate date]*. 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

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

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:

Option 2 – One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the

NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1. 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 3

Bid Data Sheet (BDS)

Republic of the Philippines
Philippine Health Insurance Corporation (PHIC)
Regional Office No. 7 (PR0-7)
Cebu City

Bid Data Sheet
(BDS)

ITB Clause	Information and Requirements
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p style="padding-left: 40px;">a. Supply and delivery of Anti-Covid 19 Supplies and Materials</p> <p>completed within two years prior to the deadline for the submission and receipt of bids.</p>
7.1	<p>Subcontracts</p> <p>Subcontracting is not allowed.</p>
12	<p>Bid Prices</p> <p>The price of the Goods shall be quoted DDP in the Philippines or the applicable International Commercial Terms (INCOTERMS) for this Project.</p>
14.1	<p>Bid Security</p> <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 not less than P 33,511.76, 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 P 83,779.40, if bid security is in Surety Bond.
19.3	<p>Detailed Comparison and Comparison of Bids</p> <p>Option 2 – One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.</p>
20.2	<p>Post-Qualification</p> <ol style="list-style-type: none"> 1. Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) 2, Certificate of Good Payment Standing issued by PhilHealth
21.2	<i>None.</i>

Section 4

General Conditions of Contract (GCC)

**Republic of the Philippines
Philippine Health Insurance Corporation (PHIC)
Regional Office No. 7 (PR0-7)
Cebu City**

GENERAL CONDITIONS OF THE CONTRACT

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section 5

Special Conditions of Contract (SCC)

**Republic of the Philippines
Philippine Health Insurance Corporation (PHIC)
Regional Office No. 7 (PR0-7)
Cebu City**

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to this Contract are delivered in PhilHealth Regional Office VII Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Atty. Gerardo S. Ortiz – End User.</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.performance or supervision of on-site assembly and/or start-up of the supplied Goods; b.furnishing of tools required for assembly and/or maintenance of the supplied Goods; c.furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d.performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	<ul style="list-style-type: none"> e.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>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p>

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

1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
2. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the costs thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of **1 year**.

Spare parts or components shall be supplied as promptly as possible, but in any case, within one month of placing the order.

Packaging –

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

	Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p>

	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.
2.2	No partial Payment.
4	<p>The inspections and tests that will be conducted are:</p> <p>Ensure that goods are not damage.</p>

Section 6

Schedule of Requirements

**Republic of the Philippines
Philippine Health Insurance Corporation (PHIC)
Regional Office No. 7 (PR0-7)
Cebu City**

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.

LOT	Description	Quantity / Total	AREA of Delivery	Delivered, Weeks/Months
1	Vitamin C with Zinc (at least 10mg), 500 mg, 100 cap/box	1,692 boxes	Regional Office VII	30 calendar days from the date of receipt of Notice to Proceed

LOT	Description	Quantity / Total	AREA of Delivery	Delivered, Weeks/Months
2	Medical Face Mask, at least Three-ply, with ear loops, adjustable nose bridge. Protection against outside moisture, Can block more than 90% of the 5-micron particles (dust, pollen, bacteria, viruses, and other airborne particles), Disposable, ADULT size, Box of 50's	2,538 boxes	Regional Office VII	30 calendar days from the date of receipt of Notice to Proceed
	Examination gloves (vinyl), 100 pcs/box	50 boxes		
	PPE Suit set (autoclave coverall, goggles, cap, foot cover, gloves, face mask	70 sets		

LOT	Description	Quantity / Total	AREA of Delivery	Delivered, Weeks/Months
3	Alcohol (isopropyl), 70% solution, 500 ml bottle	2,538 bottles	Regional Office VII	30 calendar days from the date of receipt of Notice to Proceed
	Hand sanitizer gel, alcohol-based, at least 60%	545 gallons		
	Hand sanitizer gel, alcohol-based, at least 60%	50 gallons		
	Sodium Hypochlorite / Disinfectant Solution	302 gallons		

Section 7

Technical Specifications

**Republic of the Philippines
Philippine Health Insurance Corporation (PHIC)
Regional Office No. 7 (PR0-7)
Cebu City**

Technical Requirements

LOT	Specification / Description	Quantity / Total	AREA of Delivery	Statement of Compliance
1	Vitamin C with Zinc (at least 10mg), 500 mg, 100 cap/box * Other TERMS STATED IN Terms of Reference / Technical Specifications	1,692 boxes	Regional Office VII	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.

Technical Requirements

LOT	Description	Quantity / Total	AREA of Delivery	Statement of Compliance
2	Medical Face Mask, at least Three-ply, with ear loops, adjustable nose bridge. Protection against outside moisture, Can block more than 90% of the 5-micron particles (dust, pollen, bacteria, viruses, and other airborne particles), Disposable, ADULT size, Box of 50's	2,538 boxes	Regional Office VII	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.
	Examination gloves (vinyl), 100 pcs/box	50 boxes		
	PPE Suit set (autoclave coverall, goggles, cap, foot cover, gloves, face mask * Other TERMS STATED IN Terms of Reference / Technical Specifications	70 sets		

Technical Requirements

LOT	Description	Quantity / Total	AREA of Delivery	Statement of Compliance
3	Alcohol (isopropyl), 70% solution, 500 ml bottle	2,538 bottles	Regional Office VII	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.
	Hand sanitizer gel, alcohol-based, at least 60%	545 gallons		
	Hand sanitizer gel, alcohol-based, at least 60%	50 gallons		
	Sodium Hypochlorite / Disinfectant Solution * Other TERMS STATED IN Terms of Reference / Technical Specifications	302 gallons		

Section 8

Checklist of Technical and Financial Documents Sample Forms

**Republic of the Philippines
Philippine Health Insurance Corporation (PHIC)
Regional Office No. 7 (PR0-7)
Cebu City**

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
and
- ☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and
- ☐ (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- ☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- ☐ (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (f) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- ☐ (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (i) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- ☐ (j) The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding

calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

- ☐ (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

or

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- ☐ (l) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

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

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

- ☐ (o) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- ☐ (p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Standard Form Number: SF-GOOD-13b
Revised on: July 28, 2004

Statement of all Government & Private Contracts completed which are similar in nature

Business Name :
Business Address :

Name of Contract	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Amount at Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		
<u>Government</u>						
<u>Private</u>						

Note: This statement shall be supported with:

- 1 Contract
- 2 Certificate of Completion
- 3 Certificate of Acceptance

Submitted by :
(Printed Name & Signature)
Designation :
Date :

One of the technical documents required to be in the Eligibility Envelope of a prospective bidder is a list of all contracts which are similar in nature and complexity to the contract to be bid. This statement will show that the value of the prospective bidder's largest single completed contract, adjusted to current prices using the National Statistics Office (NSO) consumer price indices available at the G-EPS website, and similar to the contract to be bid, must be at least fifty percent (50%) of the approved budget for the contract to be bid.

Standard Form Number: SF-GOOD-13a
Revised on: July 28, 2004

List of all Ongoing Government & Private Contracts including contracts awarded but not yet started

Business Name :
Business Address :

Name of Contract/ Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		Value of Outstanding Works / Undelivered Portion
			Description	%		Planned	Actual	
<u>Government</u>								
<u>Private</u>								
Note: This statement shall be supported with:						Total Cost		

- 1 Notice of Award and/or Contract
2 Notice to Proceed issued by the owner
3 Certificate of Accomplishments signed by the owner or authorized representative

Submitted by :
(Printed Name & Signature)
Designation :
Date :

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

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

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

If our Bid is accepted, we undertake:

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

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

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

Name and address of agent	Amount and Purpose of Commission or gratuity
---------------------------	--

(if none, state "None")]

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

BID SECURING DECLARATION **Project Identification No.: *[Insert number]***

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of *[month]* *[year]* at *[place of execution]*.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical

Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of ____, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

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

For Goods Offered from Within the Philippines

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

[illegible]

Name: _____

Legal Capacity: _____

Signature: _____

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

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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]