



REPUBLIC OF THE PHILIPPINES
METRO COTABATO WATER DISTRICT
Governor Gutierrez Avenue
Cotabato City

PHILIPPINE BIDDING DOCUMENTS

**Annual Physical Examination for 172
Group B Employees of MCWD for FY
2022-2023
(PR#22-01-0084)**

**Sixth Edition
February 2022**

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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



REPUBLIC OF THE PHILIPPINES
METRO COTABATO WATER DISTRICT
Governor Gutierrez Avenue
Cotabato City

INVITATION TO BID FOR
Annual Physical Examination for 172 Group B Employees of MCWD for FY 2022-2023

1. The Metro Cotabato Water District (MCWD), through the MCWD 2022 Corporate Budget approved by Board of Directors intends to apply the sum of One Million Three Hundred Seventy Seven Thousand Seven Hundred Twenty Pesos and 00/100 (PhP1,377,720.00) being the ABC for the first year to payments under the contract for (PR#22-01-0084). Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Metro Cotabato Water District now invites bids for the above Procurement Project. Effectivity of the contract shall be upon the issuance of Notice of Award and posting of performance bond. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.
4. Prospective Bidders may obtain further information from Metro Cotabato Water District and inspect the Bidding Documents at the address given below during office hours from 8:00 a.m. to 5:00 p.m.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **February 11, 2022** from the given address and website(s) below from the address below and upon payment of a non-refundable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos (PhP5,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees it will be presented in person; by facsimile; or through electronic means.

6. The Metro Cotabato Water District will hold a Pre-Bid Conference¹ on **February 18, 2022 @ 2:00 p.m.** at MCWD BAC Room and/or through video conferencing via Zoom, 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 **March 03, 2022 @ 2:00 p.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 **March 03, 2022 @ 2:00 p.m.** at MCWD BAC Room Gov. Gutierrez Avenue, Cotabato City and/or through video conferencing via Zoom. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. Bidders who opt to attend physically the pre-bid conference and bid opening conference are advised to secure the necessary / requisite travel documents required by the Local Government Unit (LGU) concerned at their own expense, and shall submit to the precautionary measures being implemented within MCWD premises.
11. The Metro Cotabato Water District 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.
12. For further information, please refer to:

MS. ROSALIE JUNGCO-DELA CRUZ
BAC Secretariat Head
Metro Cotabato Water District
Governor Gutierrez, Avenue, Cotabato City
TeleFax No. (064) 421-3009
E-Mail Address: mcwd_procurement@yahoo.com

You may visit the following websites:

For downloading of Bidding Documents: metrocotabatowd.gov.ph
or at PhilGEPS Website: philgeps.gov.ph

February 11, 2022

ENGR. WINSTON L. SAPAL
Chairperson, MCWD BAC

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Metro Cotabato Water District wishes to receive Bids for the Annual Physical Examination for Group B Employees of MCWD for FY 2022-2023 (PR#22-01-0084).

The Procurement Project (referred to herein as “Project”) is composed of Annual Physical Examination for Group B Employees of MCWD for FY 2022-2023, 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 2022 in the amount of PhP1,377,720.00.

2.2. The source of funding is: GOCC - Corporate Operating Budget.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. 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:

- a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address at Governor Gutierrez Avenue, Cotabato City and/or through video conferencing / webcasting via Zoom 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 five (5) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price,

the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

- ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

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 Declaration² 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 **July 01, 2022**. 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**.

² 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.

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

- 19.3. The descriptions of the lots or items shall be indicated in **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**.
- 21.2. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. For this purpose, similar contracts shall refer to contracts which have the same major categories of work, provided that its total cost is at least 50% of the ABC.
7.1	No further instruction.
12.1.b.i	The price of the Goods shall be quoted DDP for accredited Hospitals / Clinics & Laboratories w/in the Philippines.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than <u>PhP27,554.40</u> 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 <u>PhP68,886.00</u> if bid security is in Surety Bond.
15.0	The bidder must submit one (1) original and (2) copies (Copy 1 & Copy 2).
19.3	Annual Physical Examination for 172 Group B Employees of MCWD for FY 2022-2023 (PR#22-01-0084)
20.1	No further instruction.
21.2	Not applicable.

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

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

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

- 6.1. 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.
- 6.2. 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

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><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP for accredited Hospitals / Clinics & Laboratories w/in the Philippines. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are DDP for accredited Hospitals / Clinics & Laboratories. 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 End-User’s Representative of MCWD – Gov. Gutierrez Ave., Cotabato City is Ms. Jennylyn R. Zabate.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> 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 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> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> a. 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 b. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of three (3) years from the date of commissioning and acceptance.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within one (1) month of placing the order.</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p>
	<p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p>

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

4	No further instruction.
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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	Annual Physical Examination for Group B Employees of MCWD for FY 2022-2023	172 Employees		Reckoned on the date receipt of approved Notice of Award and posting of Performance Bond.

Section VII. Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[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</i></p>

		<i>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.]</i>
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	Annual Physical Examination for 172 Group B Employees of MCWD for FY 2022-2023	
I	AGE ELIGIBILITY	
1.	Principal : 20 to 65 years old	
II	PROGRAM TYPE and PROVIDER ACCESS	
1.	Program Type : Clinic and Hospital-based	
2.	Provider Access: Within the Philippines, must have at least one (1) accredited level 2 hospital and clinic in Cotabato City. also with the dental services respectively;	
III	PREVENTIVE CARE	
	ANNUAL PHYSICAL EXAMINATION	
1.	Complete blood count	
2.	Physical examination	
3.	Urinalysis	

4.	Fecalysis	
5.	Chest-X ray	
6.	Electrocardiogram; (for members age twenty two (22) years and above, or if indicated)	
7.	Ultra Sound:	
8.	Evaluative doctor's consultation.	
IV	EMERGENCY CARE	
	Accredited Hospitals	
1.	Professional fees of attending physicians	
2.	Use of operating room and ICU/recovery room facilities	
3.	Medicines administered during treatment for immediate relief	
4.	Oxygen and IV fluids	
5.	Laboratory tests, x-rays and other diagnostic procedures	
6.	Blood transfusions and intravenous fluids	
	Non-Accredited Hospitals : One hundred percent (100%) reimbursable hospital bills and professional fees based on Relative Value Scale (RVS)	
	Areas without Accredited Hospitals : One hundred percent (100%) reimbursable hospital bills and professional fees based on Relative Value Scale (RVS)	
	Room Upgrade in Case of Room Unavailability : Up to 24 Hours	
	Ambulance Services	
V	OUT-PATIENT CARE	
1.	Medical consultation during regular clinic hours, excluding prescribed medicines	
2.	Emergency room care	
3.	Referral to accredited specialist/s:	
4.	Eye, Ear, Nose and Throat consultations	

5.	Treatment of minor injuries or illness (including Anti Tetanus Serum (ATS) and Toxoid vaccines if indicated, except anti-rabies)	
6.	Laboratory test, x-ray, and other diagnostic examinations prescribed by the physician	
7.	Minor surgery not requiring confinement	
8.	Speech and physical therapy are covered up to twelve (12) sessions per year respectively	
9.	Pre- natal and post-natal consultation are covered up to fourteen (14) consultations per year	
10.	Pap smear ; (For Female members)	
11.	Basic Dental Services -tooth fillings, extraction, cleaning (prophylaxis), x-ray and other diagnostic services	
VI	IN-PATIENT CARE	
1.	Room and board benefits specified in Schedule per category	
2.	Use of operating room and recovery room facilities	
3.	Professional services of all attending accredited specialists	
4.	Anesthesia and medications (prescribed medicine by the physician)	
5.	Blood transfusion and intravenous fluids	
6.	Human blood products (e.g. platelets/packed RBC) and its processing except gamma globulin and cost of donor	
7.	Laboratory test, x-ray and other diagnostic examinations	
8.	Administered medicines:	
9.	Admission kit including ice cap/ wee bag	
10.	Dressings, plaster casts, sutures and other items directly related to the medical management of the patient	
11.	ICU confinement is covered up to Pre - existing Condition Limit	
12.	Ambulance service is covered up to three thousand pesos (PHP 3,000.00) per conduction, hospital to hospital and point of incident to hospital	
13.	Assistance in administrative requirements through the liaison officer; and	
14.	All other hospital charges deemed necessary by Accredited Physician in the treatment of the patient	
VII	PRE-EXISTING CONDITIONS BUT NOT LIMITED TO THE FOLLOWING:	

1.	Hypertension	
2.	Thyroid disease, goiter	
3.	Cataracts, glaucoma, pterigium	
4.	Ear, nose and throat conditions requiring surgery	
5.	Asthma	
6.	Tuberculosis	
7.	Chronic cholecystitis/choletithiasis and other forms of calcification	
8.	Hernia	
9.	Prostate disorders	
10.	Hemorrhoids and fistulae	
11.	Tumors	
12.	Uterine myoma, ovarian cyst, endometriosis	
13.	Buerger's disease	
14.	Varicose veins	
15.	Scoliosis	
16.	Arthritis	
17.	Chronic allergies	
18.	Gastric and duodenal ulcers	
19.	Dreaded diseases:	
VIII	TREATMENT/IN-PATIENT CARE	
1.	Accredited doctor's services	
2.	Medicines administered during treatment, or for immediate relief	
3.	Oxygen and intravenous fluids	

4.	Dressing, plaster casts, and sutures	
5.	Laboratory tests, x-rays, and other diagnostic examinations directly related to the emergency management of patient	
6.	Heart Surgery/ Angiography/ Angiogram/ Angioplasty	
7.	Transurethral Microwave Therapy of Prostate	
8.	Percutaneous Ultrasonic Nephrolithotomy	
9.	Lithotripsy	
10.	Laparoscopic Procedure	
11.	Arthroscopic Procedure	
12.	Hysteroscopic Procedure (i.e. Hysteroscopic Myoma Resection and Hysteroscopically-Guided D&C) :	
13.	Other Hysteroscopic Procedure	
14.	Stereotactic Brain Biospsy	
15.	Hemorrhoidectomy (i.e. Conventional and Scalpel)	
16.	Dialysis	
17.	Chemotherapy / Radiotherapy	
18.	Gamma Knife surgery (based on cobalt/ radiotherapy)	
19.	CT Scan	
20.	Ultrasound (except for maternity cases)	
21.	Thallium Scintigraphy	
22.	Benign Prostatic Hypertrophy	
23.	2D-Echo with doppler	
24.	24-Hour Holter Monitoring	
25.	Herniorraphy	
26.	Electromyography	

27.	Treadmill Stress Test	
28.	Myelogram	
29.	Video Gastroscopy	
30.	Mammography / Sonomammogram	
31.	Bone Densitometry Scan (Dexascan)	
32.	Magnetic Resonance Imaging (MRI)	
33.	Nuclear Radioactive Isotope Scan	
34.	Neuroscan	
35.	Perfusion Scan	
36.	Positron Emission Tomography (PET) Scan	
37.	Cryosurgery	
IX	COVID-19 HEALTH PROTOCOL	
	RT-PCR Test : (For members who is symptomatic or manifesting known signs and symptoms of COVID-19)	
X	INSURANCE / RIDER BENEFIT	
	Group Life Insurance	P10,000.00
	Family Assistance Benefit	1,000.00
	Terminal Illness Benefit	10,000.00
	Accidental Death	20,000.00
	ACCIDENTAL DISMEMBERMENT (100% = Php10,000.00)	
	Schedule of Injuries	
	Both hands or feet	100.00%
	Loss of speech	50.00%

	Loss of hearing	50.00%	
	Either one hand or one foot or one eye	50.00%	
	Arm at above elbow	70.00%	
	Arm between elbow and wrist	60.00%	
	Leg at or above knee	70.00%	
	Leg between knee and foot	60.00%	
	One ear	50.00%	
	Thumb (both phalanges)	25.00%	
	Thumb (one phalanx)	10.00%	
	Finger(s) (per phalanx)	3.50%	
	Great toe	5.00%	
	Toe, other than Great toe (one phalanx)	1.00%	
	Fractured leg or patella with established non-union	10.00%	
	Shortening of leg by least 5cm	7.50%	
	First or second Metacarpals	3.00%	
	Third, fourth, or fifth Metacarpals	1.00%	
XI.	TERMS and CONDITIONS:		
1.	Maximum Annual Benefit Limit (ABL) of Php30,000.00.		
2.	Quotation shall be inclusive of VAT.		
3.	Effectivity of the contract shall be upon the issuance of Notice of Award and posting of performance bond.		
4.	Payment shall be made not later than thirty (30) days after signing of contract.		
5.	The Health Care Provider shall issue new health / ID Card for all Group B Employees.		
6.	The Health Care Provider shall provide for all the services necessary to manage and/or administer the Healthcare Plan for the MCWD Group B		

	Employees in accordance with the requirements and conditions set herein.	
7.	The Health Care Provider guarantees to deliver efficient and effective service consistent with the objectives and purposes of the contract.	
8.	All expenses for emergency care services enumerated used in the emergency treatment of the patient and rendered in a non-accredited hospital or clinic and by a non-accredited physician, specialist, and/or sub-specialist shall be covered and will be reimbursed as follows; <ul style="list-style-type: none"> a. In areas where the health care provider has no accredited hospital or clinic, the health care provider shall reimburse all expenses including doctor's fees incurred by the patient up to the Annual Benefit Limit (ABL) based on approved charges and Relative Unit Value (RUV) rates. b. In areas where the health care provider has an accredited hospital or clinic, the contractor shall reimburse all expenses including doctor's fees incurred by the patient based on the health care provider existing RUV rates as if the patient had been confined in the accredited hospital or clinic and/or seen by the accredited physicians, specialists and/or sub-specialists. 	
9.	All expenses for hospitalization/in-patient services such as but not limited to, professional fees, laboratory and other diagnostic services, referrals, medicines and other drugs used in the treatment of the patient and rendered in an accredited hospital or clinic and by an accredited physician/s, specialist/s, and/or sub-specialist/s shall be covered up to the ABL and subject to policy terms and conditions unless otherwise specified.	
10.	The professional services of a non-accredited physician, specialist or sub-specialist, rendered to a member while hospitalized for emergency treatment in a non-accredited hospital shall be reimbursed based on the health care provider existing RUV rates. <ul style="list-style-type: none"> a. Expenses in excess of what is allowed shall be shouldered by the patient. 	
11.	All expenses for out-patient services rendered in an accredited hospital or clinic and done by an accredited physician, specialist and sub-specialist shall be on a "no cash-out basis" and will be covered up to the ABL based on the health care provider existing RUV rates.	
12.	In case it becomes inevitable or necessary for an accredited physician or specialist to refer the member to a non-accredited physician, specialist, or sub-specialist, 100% of the actual professional fees based on existing RUV rates shall be settled by the health care provider directly with the non-accredited physician on a best effort basis. Otherwise, the same shall be settled by the health care provider through reimbursement basis.	
13.	Expenses in non-accredited hospitals shall be reimbursed in accordance with No. 11 above. However, the transfer of a patient from a non-accredited hospital to an accredited hospital shall be covered by the health care provider up to the ABL based on existing RUV rates in the following situations only: <ul style="list-style-type: none"> a. In serious or life-threatening cases where the immediate transfer of the patient is medically contraindicated, 100% of actual expenses shall be defrayed by the health care provider including ground ambulance until transfer is eventually effected. 	

	<p>b. In serious or life-threatening cases where the immediate transfer by any means is an absolute necessity for the patient's survival, the health care provider will defray 100% of all related expenses until transfer is eventually effected.</p>	
14.	All claims for reimbursement must be submitted to the health care provider within sixty (60) working days from the date of discharge or consultation.	
15.	All claims for reimbursement should be processed and paid by the health care provider within thirty (30) working days from the date of receipt of complete documents.	
16.	The Health Care Provider shall provide liaison officers in key cities nationwide, medical coordinators (preferably hospital-based) and hotline services.	
17.	<p>The Health Care Provider shall be required to submit the following:</p> <p>a. A Utilization Report containing the following information, among others: Services (Emergency Care, Hospitalization/In-Patient, Out-Patient, Reimbursements, burial, etc.) and benefits availed of and amount of utilization, the census of cases according to illness, age, submitted on a semestral basis to MCWD.</p>	
18.	The Nationwide list of Health Care Provider coordinators, accredited hospitals, clinics, physicians. These informational materials shall be submitted during bid opening.	
19.	Announcements/Pamphlets/Member Guideline Booklets for proper information and dissemination to the Group B employees of MCWD, through the Administrative Services - Human Resource Department within thirty (30) days from execution of the contract.	
20.	<p>The health care provider will cover the cost of RT-PCR test if the following parameters are met:</p> <ul style="list-style-type: none"> - Members is SYMPTOMATIC or its manifesting known signs and symptoms of COVID-19 (e.g. dry cough, sore throat, fever, body malaise, loss of taste / smell, diarrhea, shortness of breath) - Test is prescribed by an accredited doctor or accredited specialist or Emergency Room physician in an accredited facility following the Department of Health's (DOH) protocol for symptomatic patients, and - Test is prescribed during the member's admission from the Emergency room and member is treated at an accredited hospital under an accredited doctor as an inpatient. <p>Asymptomatic but exposed to COVID-19 positive patient, the health care provider will not cover the RT-PCR or swab test.</p>	
21.	To effectively monitor contract compliance and any observation and concern regarding the delivery of services and benefits under the Plan, the Administrative Services - Human Resource Department is designated as the health care plan coordinator, and will be tasked with coordinating with the health care provider and/or his authorized representatives.	
22.	The benefits under the PhilHealth and/or Employees Compensation Commission (ECC) are deemed integrated with the benefits under this Plan. Hence, the health care provider shall not be required to pay or advance the cost of benefits under PhilHealth and/or ECC. In case of	

	hospital confinements, members should accomplish and submit the required PhilHealth Claim Form. Otherwise, the health care provider shall not be required to pay the PhilHealth portion of the hospital bill. The member who fails to claim the benefit under the PhilHealth shall pay the cost of the unclaimed benefit.	
23.	If the member's bodily injuries are claimed to have been caused by an act of omission of a third party through a motor vehicle, the services and benefits shall be covered if the member executes an agreement to subrogate to the health care provider whatever rights the member may have by reason of the accident or event that gave rise to the claim.	
24.	The Health Care Provider shall maintain a satisfactory standard of competency, conduct and integrity among its employees. In this regard, the health care provider shall act on complaints/feedbacks brought to its attention by the MCWD Administrative Services - Human Resource Department.	
	Contract Period: Shall be within 1 year upon issuance of Notice of Award and Posting of Performance Bond.	
1.	The terms and conditions of the contract under this TOR shall cover a period of one (1) year.	
2.	Notwithstanding any provisions to the contrary, the MCWD shall have the right, power and privilege to terminate the services of the health care provider without the need of any judicial action for any violation of the provision of the contract, as may be determined by MCWD Head of Procuring Entity (HoPE) by giving thirty (30) calendar days written notice to the contractor in which event the MCWD shall be entitled to proportionate return of the contract price based on the unutilized premium.	

NOTE: Bidders must state either "COMPLY" or "NOT COMPLY" or any equivalent term in the column "Statement of Compliance" against each of the individual parameters of each "Specification".

I hereby certify to comply with all the above Technical Specifications.

Name of Company/Bidder

Signature Over Printed Name of
Representative

Date

***Section VIII. Checklist of Technical and
Financial Documents***

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

- (f) 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**
- (g) 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**
- (h) 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**
- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (j) 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

- (k) 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**

- (l) 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

- (m) 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.

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

- (n) *[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.
- (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form; **and**
- (b) Original of duly signed and accomplished Price Schedule(s).

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 and Purpose 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: _____

***Statement of Single Largest Completed Contract
which is similar in nature***

(indicate only one)

Business Name: _____

Business Address: _____

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name & Address	Kinds of Goods	Amount of Completed Contract	Date of Delivery	End User's Acceptance/Official Receipt(s)/Sales Invoice issued for the Contract

Submitted by : _____
(Printed Name & Signature)

Designation: _____

Date: _____

Note: Cut-off date is pre-bid date (_____)

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

Business Name: _____

Business Address: _____

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name & Address	Kinds of Goods	Amount of Contract	Value of Outstanding Contract	Date of Delivery	End User's Acceptance/Official Receipt(s)/Sales Invoice issued for the Contract
<u>Government</u>								
<u>Private</u>								

Submitted by : _____
(Printed Name & Signature)

Designation: _____

Date: _____

Instructions:

- i. State all ongoing contracts including those awarded but not yet started.
- ii. If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- iii. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity(NFCC)incase an NFCC is submitted as an eligibility document.

Contract Agreement Form

THIS AGREEMENT made the _____ day of _____ 20____ between *[name of PROCURING ENTITY]* of the Philippines(hereinafter called “the Entity”) of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called “the Supplier”) of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Supplier’s Bid, including the Technical and Financial Proposals, and all other documents/statements submitted(*e.g.* bidder’s response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity’s bid evaluation;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract;
 - (f) the Performance Security; and
 - (g) the Entity’s Notice of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

IN WITNESS where of the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Entity)

Signed, sealed, delivered by _ the ___ (for the Supplier)

Omnibus Sworn Statement

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;
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 following responsibilities as a Bidder:

a) Carefully examine all of the Bidding Documents;

b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;

c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and

d) Inquire or secure 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.

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

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ____ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ *[date issued]*, *[place issued]*

IBP No. _____ *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

* This form will not apply for WB funded projects

BID SECURING DECLARATION FORM

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

x-----x

BID SECURING DECLARATION Invitation to Bid: *[Insert Reference number]*

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

I/We³, 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 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 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;
 - (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.

³ Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

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'S AUTHORIZED REPRESENTATIVE]
[Insert Signatory's Legal Capacity]
Affiant

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. _____ [date issued], [place issued]
IBP No. _____ [date issued], [place issued]

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

Republic of the Philippines



Government Procurement Policy Board