

# **PHILIPPINE BIDDING DOCUMENTS**

## **IB2025 – 005-PBC**

### **PROCUREMENT OF 40,000 TEST MALARIA TEST KITS (ANTIGEN ASSAY)**

**ABC: P3,800,000.00**

Government of the Republic of the Philippines

**Sixth Edition  
July 2020**

# Preface

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

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

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

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

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

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

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# ***Glossary of Acronyms, Terms, and Abbreviations***

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

## ***Section I. Invitation to Bid***

### **Notes on the Invitation to Bid**

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

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

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

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





**METRO MANILA CENTER FOR HEALTH DEVELOPMENT**

**INVITATION TO BID FOR  
IB 2025-005-PBC**

**PROCUREMENT OF 40,000 TEST  
MALARIA TEST KITS (ANTIGEN ASSAY) WITH MACHINE TIE UP**

The **DEPARTMENT OF HEALTH – METRO MANILA - CENTER FOR HEALTH DEVELOPMENT**, through the **CONAP 2023** intends to apply the sum of **Three Million Eight Hundred Thousand Pesos (P 3,800,000.00)** the ABC to payments under the contract for the procurement of **40,000 TEST MALARIA TEST KITS (ANTIGEN ASSAY) WITH MACHINE TIE UP**

for the use of Philippine Blood Center. Bids received in excess of the ABC shall be automatically rejected at bid opening.

**DEPARTMENT OF HEALTH - METRO MANILA - CENTER FOR HEALTH DEVELOPMENT** now invites bids for the above Procurement Project. Delivery of the Goods is required *within the period specified under SECTION VI. Schedule of Requirements*. Bidders should have completed, *within three (3) 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.

Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

Prospective Bidders may obtain further information from **DEPARTMENT OF HEALTH - METRO MANILA – METRO MANILA CENTER FOR HEALTH DEVELOPMENT** Mandaluyong City at BAC Office c/o BAC Secretariats and inspect the Bidding Documents at the address given below during office hours from 8:30 AM – 4:00 PM Monday to Friday.

A complete set of Bidding Documents may be acquired by interested Bidders on **June 20, 2025, to July 10, 2025**, from the address below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB*, in the amount of **Five Thousand Pesos (P5,000.00)**. It may also be downloaded free of charge from the website of the Philippine government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

The **DEPARTMENT OF HEALTH - METRO MANILA CENTER FOR HEALTH DEVELOPMENT** will hold a **pre-bid conference on June 30, 2025, 9:00 AM** at **MMCHD Amphitheater, Mandaluyong City**, which shall be open to prospective bidders.

Bids must be duly received by the **BAC Secretariat** through (i) manual submission at the office address indicated below, on **July 10, 2025, AT 9:00 AM**. Late bids shall not be accepted.

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

Bid opening shall be on **July 10, 2025, AT 10:00 AM** at **the DOH – MMCHD AMPHITHEATER, Mandaluyong City**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

The **DEPARTMENT OF HEALTH - METRO MANILA - CENTER FOR HEALTH DEVELOPMENT** 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.

For further information, please refer to:

*MMCHD, BAC Office*  
*JEREMIAS FRANCIS Y. CHAN MD, MPH*  
*Licensing Officer V / BAC Chairperson*  
*BAC Secretariat c/o Ma. Rossana C. Fariñas*  
*Block 6 Barangay Road, Welfareville Compound*  
*Barangay Additional Hills, Mandaluyong City 1550*  
*8-531-00-15/32 loc. 308*  
[bacoffice@ncro.doh.gov.ph](mailto:bacoffice@ncro.doh.gov.ph)

You may visit the following websites:

For downloading of Bidding Documents: <http://ncroffice.doh.gov.ph/BidsAndAwardsCommittee>

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**JEREMIAS FRANCIS Y. CHAN MD, MPH**  
Licensing Officer V / BAC Chairperson

## ***Section II. Instructions to Bidders***

### **Notes on the Instructions to Bidders**

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

## 1. Scope of Bid

The Procuring Entity, **DEPARTMENT OF HEALTH - METRO MANILA - CENTER FOR HEALTH DEVELOPMENT** wishes to receive Bids for the **procurement of 40,000 TEST MALARIA TEST KITS (ANTIGEN ASSAY) WITH MACHINE TIE UP**

with identification number **IB 2025 – 005-PBC**

The Procurement Project (referred to herein as “Project”) is composed one item, the details of which are described in Section VII (Technical Specifications).

## 2. Funding Information

2.1. The through the source of funding as indicated below in the amount **Three Million Eight Hundred Thousand Pesos (3,800,000.00)**

2.2. The source of funding is:

**CURRENT SAA 2025-02-001059 (PBC)**

## 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 bidders may be eligible to participate when any of the following circumstances exist:*
  - a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
    - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
    - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
    - iii. When the Goods sought to be procured are not available from local suppliers; or
    - iv. When there is a need to prevent situations that defeat competition or restrain trade.
  - b. 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-Consumable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to twenty five percent (25%) 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.

- 7.2. 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 **MMCHD Amphitheater, Mandaluyong City**, as indicated in paragraph 6 of the **IB**.

## **9. Clarification and Amendment of Bidding Documents**

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

## **10. Documents comprising the Bid: Eligibility and Technical Components**

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *three (3) years* 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 Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until *One Hundred Twenty (120) calendar days from the date of Opening of Bids*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### 15. Sealing and Marking of Bids

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

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

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

### 16. Deadline for Submission of Bids

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

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<sup>1</sup> 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 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 4- One project that is one lot or item, which shall be awarded as one contract

- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the

lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## **20. Post-Qualification**

- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

## **21. Signing of the Contract**

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

## ***Section III. Bid Data Sheet***

### **Notes on the Bid Data Sheet**

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

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

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

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

# Bid Data Sheet

| ITB Clause |  |          |             |                 |            |                 |   |  |        |       |              |  |              |  |  |              |
|------------|--|----------|-------------|-----------------|------------|-----------------|---|--|--------|-------|--------------|--|--------------|--|--|--------------|
| 5.3        | <p>For this purpose, single contracts that is similar to the Project, equivalent to twenty percent (25%) of the ABC shall be:</p> <p>a. <b>Laboratory Supplies</b></p> <p>b. Completed within <i>three (3) years</i> prior to the deadline for the submission and receipt of bids.</p>   |          |             |                 |            |                 |   |  |        |       |              |  |              |  |  |              |
| 7.1        | <i>Not Applicable</i>  |          |             |                 |            |                 |   |  |        |       |              |  |              |  |  |              |
| 14.1       | <p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than <b>76,000.00</b> (<i>amount equivalent to two percent (2%) of ABC</i>) to be bid, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less <b>P190,000.00</b> (<i>amount equivalent to five percent (5%) of ABC</i>) to be bid, if bid security is in Surety Bond</p>   |          |             |                 |            |                 |   |  |        |       |              |  |              |  |  |              |
| 19.3       | <p>The ABC is <b>Three Million Eight Hundred Thousand Pesos (3,800,000.00)</b> bid with a financial component exceeding this amount shall not be accepted.</p> <table><tr><th>Item No.</th><th>Description</th><th>Qty</th><th>Unit Price</th><th>Total ABC (Php)</th></tr><tr><td>1</td><td><b>MALARIA TEST KITS (ANTIGEN ASSAY) WITH MACHINE TIE-UP</b></td><td>40,000</td><td>95.00</td><td>3,800,000.00</td></tr><tr><td></td><td><b>TOTAL</b></td><td></td><td></td><td>3,800,000.00</td></tr></table>  | Item No. | Description | Qty             | Unit Price | Total ABC (Php) | 1 | <b>MALARIA TEST KITS (ANTIGEN ASSAY) WITH MACHINE TIE-UP</b> | 40,000 | 95.00 | 3,800,000.00 |  | <b>TOTAL</b> |  |  | 3,800,000.00 |
| Item No.   | Description  | Qty      | Unit Price  | Total ABC (Php) |            |                 |   |  |        |       |              |  |              |  |  |              |
| 1          | <b>MALARIA TEST KITS (ANTIGEN ASSAY) WITH MACHINE TIE-UP</b>   | 40,000   | 95.00       | 3,800,000.00    |            |                 |   |  |        |       |              |  |              |  |  |              |
|            | <b>TOTAL</b>   |          |             | 3,800,000.00    |            |                 |   |  |        |       |              |  |              |  |  |              |
| 20.2       | <p>The Single/Lowest Calculated Bidder (S/LCB), shall submit one (1) set of original and two (2) sets of certified true copies as such by the issuing agency or the BAC Secretariat (The BAC Secretariat are authorized to certify your copy provided you brought your Original Copy) within the non-extendible period of three (3) days from receipt of the notification arranged, numbered and tabbed as enumerated below: <b>3 sets (Original and Copy 1 &amp; Copy 2)</b></p> <p>1. Mayors's Permit, SEC/DTI, Tax Clearance, Financial Statement (stamped received by the BIR)</p> <p>2. Certificate of Registration from BIR</p> <p>3. Tax Returns for 6 months (latest) (Monthly &amp; Quarterly)</p> <p>4. Bid Bulletin</p> <p>5. License to Operate</p> <p>6. Philgeps registration (if Class A documents submitted during the submission and opening of bids)</p> <p>7. And Other documents stated in BDS</p> <p>Failure of the Bidder declared as Lowest Calculated Bid to duly submit the requirements above or a finding against the veracity of such shall <b>be ground for forfeiture of the bid security and disqualification of the Bidder for award.</b></p> <p><b>NOTE:</b></p> <p>1) In case of a JVA, each joint venture partners shall submit the above cited Post-</p> |          |             |                 |            |                 |   |  |        |       |              |  |              |  |  |              |

|      |   |
|------|---|
|      | <p>Qualification Documentary Requirements (GPPB NPM 006- 2010 dated 04 February 2010).</p> <p>2) As the possible Single/Lowest Calculated Responsive Bidder (S/LCRB), please provide the BAC Office, soft copy in “Word” and in PDF the Technical Specifications you submitted during the Submission and Opening of Bids for the above-cited procurement project.</p> <p>3) All submitted documents during the Submission and Opening of Bids (original and the two (2) copies) by the S/LCB must be true copies of the original certified as such by the Bidder’s duly authorized signatory</p> <p>4) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications if expressly allowed in the Bidding Documents. Any adjustment shall be calculated in monetary terms to determine the calculated prices</p> <p>5) In case of discrepancies between: (a) bid prices in figures and in words, the latter shall prevail; (b) total price per item and unit price for the item as extended or multiplied by the quantity of that item, the latter shall prevail; (c) stated total price and the actual sum of prices of component items, the latter shall prevail; (d) unit cost in the detailed estimate and unit cost in the bill of quantities, the latter shall prevail\</p>   |
| 21.1 |   |
|      | <p><b><u>General instructions:</u></b></p> <ol style="list-style-type: none"> <li>1. Supplier/s who opted to avail of the bidding documents but did not attend the Pre-Bidding Conference is/are not exempted from the terms and conditions stipulated in the bid bulletin;</li> <li>2. Philippine Standard Time (PST) is the basis of time for the conduct of Public Bidding, for which the Biometrics located at Building I shall be used as reference for the PST; The BAC will <u>not accept</u> late submission of Bidding Documents.</li> <li>3. Person/s not included in the Letter of Authority by the company will not be entertained including their bidding documents. <b>Only One (1) representative</b> are allowed inside the bidding room.</li> <li>4. <b><u>Place your bidding documents in an assigned envelope. Observe and comply with the following: a) properly labeled, b) with table of contents, c) properly arranged, with tabbing (marker) and d) fastened properly.</u></b> Unarranged and unfastened Bidding Documents will not be read. Bidders who submitted Unarranged and unfastened Bidding Documents will be disqualified to join the Public Bidding. Bidders must submit: <ul style="list-style-type: none"> <li><b>I. One (1) original</b></li> <li><b>II. Two (2) duplicate copies</b></li> </ul> </li> <li>5. <b><u>Financial Proposal must be placed inside the YELLOW ENVELOPE.</u></b> Non-compliance with this instruction will be rated “FAILED” by the BAC.</li> <li>6. Bidding Quotation must be in <b><u>WORDS AND IN FIGURES</u></b>. Non-compliance with this instruction <b>will be a ground for disqualification from the Public</b></li> </ol> |

**Bidding;**

7. **Only Xerox copy of official receipt** will be placed inside the bidding envelope for **bid security of cash or managers check; (DOH- NCRO – BTR)**

8. The following **Bidding Documents must be notarized** (noncompliance with this instruction will be rated as **“FAILED BID”**):

- A. Letter of Authority
- B. Omnibus Sworn Statement
- C. Bid Securing Declaration

9. Accomplished NFCC form shall be accompanied by Comparative Financial Statement of CY 2021 and CY 2022 **Stamp Received by BIR**

10. GPPB Cir: No. 07-2017, 4.1.1 states that

“ for all procurement projects advertised and/or posted after the effectivity of this Circular, bidders may still submit their Class A eligibility documents required to be uploaded and maintained current and updated registered in the PHILGEPS under Platinum category, their Certificate of Registration and Membership in lieu of their uploaded file of Class A documents, or a combination thereof., the Certificate of PHILGEPS Registration (Platinum Membership) shall remain as post qualification requirement to be submitted in accordance with Sec 34.2 of the 2016 Revised IRR of RA 9184

11. The declared Lowest Calculated and Responsive Bidder to whom the contract shall be awarded after due deliberation and resolution must receive the Contract within seven (7) calendar days from the approval thereof. Failure to comply shall be a ground for cancellation thereof.

**12. Post Qualification Requirements:**

If Platinum Certificate is submitted during the Bid Opening, the following business licenses should indicate **“certified true copy”**:

- ☐ Mayors permit 2024
- ☐ SEC/DTI/CDA
- ☐ Updated BIR Tax Clearance
- ☐ Latest Monthly & Quarterly Income Tax Returns

Other related documents required by the Technical Working Group Bidder with LCB/SCB shall be notify by the BAC on schedule date for the Evaluation Product Sample.

13. Purchasing of Bidding Documents: You can pay thru Landbank, and pls email us the deposit slip.

Account no. 0562-1026-04

Account name: Department of Health NCRO Trust

14. Bidding Date: **March 25, 2024**

Time of Bidding Documents submission: **ON OR BEFORE 9:00 AM** (closing time)

Time of Opening of Bids: 10:00 AM

**IMPORTANT REMINDERS WHICH WILL FORM PART OF THE BID BULLETIN**  
**For the submission of bid documents for the Public Bidding:**

1. Observe and comply with proper labelling and tabbing of documents
2. Include table of contents

The remarks **“COMPLY”** should be indicated line by line (corresponding to each parameter of the specifications)

1. Use the standard format for [Statement](#) of Single Largest Completed Contract and On-Going Contract/s (e.g with name, signature, date )
2. Separate the Statement of Single Largest Completed Contract and Statement of On-Going Contract/s
3. Notarial date should not be earlier than the date of signing on bid documents required to be sworn (such as but not limited to Statement of Single Largest Completed Contract and Statement of On-Going Contract/s, etc)
4. The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC) which must be at least equal to the ABC to be bid, calculated as follows:

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

5. Use the latest version of Omnibus Sworn Statement, Bid Securing Declaration, Bid Forms Net Financial Contracting Capacity and other forms that can be downloaded thru [gppb.gov.ph](http://gppb.gov.ph)
6. Copy of the BIR Form 2303 indicating the correct classification / category of the nature of business.

**Website: [ncroffice.doh.gov.ph](http://ncroffice.doh.gov.ph)**

## ***Section IV. General Conditions of Contract***

### **Notes on the General Conditions of Contract**

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

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

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



## **1. Scope of Contract**

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

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

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

## **2. Advance Payment and Terms of Payment**

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

## **3. Performance Security**

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

## **4. Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project 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 V. Special Conditions of Contract***

### **Notes on the Special Conditions of Contract**

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

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

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

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

# Special Conditions of Contract

| GCC Clause |   |
|------------|---|
| 1          | <p><b>Delivery and Documents –</b></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 delivered MMCHD or PASIG/TALA Warehouse. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. 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 <b>Ms. Rossana C. Fariñas</b></p> <p><b>Incidental Services –</b></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> <p><i>Select appropriate requirements and delete the rest.</i></p> <ul style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>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</li> </ul> |

|  |   |
|--|---|
|  | <p>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> <p>f. <i>[Specify additional incidental service requirements, as needed.]</i></p> <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> |
|--|---|

## 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 ABC (Php) | Delivery Site           | Delivered, Weeks/Months   |
|-------------|---|----------|-----------------|-------------------------|---|
| 1           | MALARIA TEST KITS (ANTIGEN ASSAY) WITH MACHINE TIE-UP | 40,000   | 3,800,000.00    | Philippine Blood Center | <p>First Tranche: 10,000 tests: Ninety (90) Calendar Days upon receipt of approved Notice to Proceed.</p> <p>Second Tranche: 15,000 tests: Sixty (60) Calendar Days after the first delivery</p> <p>Third Tranche: 15,000 tests: sixty (60) Calendar Days after the second delivery</p> |

\_\_\_\_\_  
Signature over Printed Name

[date of signing]

In the capacity of  
designation]

Duly authorized to sign bid for and on behalf of

: [title or other appropriate

: [Name of Company]  
[Complete office address]  
[Contact No.]  
[Fax No.]  
[E-mail Address]

## ***Section VII. Technical Specifications***

### **Notes for Preparing the Technical Specifications**

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General

Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

**Sample Clause: Equivalency of Standards and Codes**

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.



# Technical Specifications

|   |  |                                |
|---|--|--------------------------------|
| Item No. 1  | <b>MALARIA TEST KITS (ANTIGEN ASSAY) WITH MACHINE TIE-UP</b> | Qty./Unit: <b>40,000 Tests</b> |
| Name of Manufacturer:   |  | Country of Origin              |
| Brand:  |  | Model: (if applicable)         |
| PURCHASER'S SPECIFICATION   |  | STATEMENT OF COMPLIANCE        |
| <p>[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.]</p>  |  |                                |
| <p><b>A. Detailed Technical Specification</b></p> <p>1. Principle:<br/>Employs Enzyme-Linked Immunosorbent Assay (ELISA) or Enzyme Immunoassay (EIA) for the detection of Plasmodiumfalciparum, P. vivax, P. malariae, P. ovale and preferably to include P. knowlesi antigen.</p> <p>2. Specimen Requirements: Whole blood collected in EDTA tubes.</p> <p>3. With reagent-specific positive and negative controls in the manufacturer's kit.</p> <p>4. Terms and Condition for reagents withMachine tie- up:<br/>a) A fully automated analyzer<br/>b) Capable of liquid level detection and low-level notification<br/>c) Can be plugged into a power supply of 220-240 VAC, 60 Hz with provision of an Uninterrupted Power Supply (UPS) unit and AVR.<br/>d) Result print out with indication of final results.<br/>e) Provision of external printer with continuous ink supply system (black and colored) to be returned until total consumption of reagents.<br/>f) One (1) machine and back up unit with the same specifications to be returned upon total consumption of reagents.</p> <p><b>B. Additional Requirements</b></p> <p>1. Valid and Current License To Operate (LTO) as Medical Device Importer/Wholesaler issued by Philippine Food and Drugs Administration (PFDA)</p> |  |                                |

|  |  |
|--|--|
| <p>2. Hard copy of Product Insert/ Product Information of reagent and machine that can be downloaded from the internet with specific URL indicated and other manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate for cross-referencing statement of compliance to the technical specification in accordance to what is indicated in 2nd page of Section VII. Technical Specifications of the Bidding Documents</p> <p>3. The Bidder shall submit any of the following whichever is applicable:</p> <p>a) If the bidder is a manufacturer, certificate that the bidder manufactures the products/items; or b) If the bidder is an Exclusive/ Authorized Distributor or Dealer of the products/items, a Certificate or Contract from the manufacturer must be provided as proof that the Bidder is an Exclusive/Authorized Distributor or Dealer of the products/items; or</p> <p>c) If the bidder is an agent of the exclusive distributor or dealer, the following must be provided:</p> <p>i. Certificate or Distributorship/Dealership Agreement by the Manufacturer with distributor or dealer; and</p> <p>ii. Certificate or Contract/Dealership Agreement between the distributor/dealer and the bidder.</p> <p>4. Performance Testing/ Evaluation:</p> <p>a) Existing in the local market for the last three (3) years (2022 - 2024) and certification of one (1) Blood Testing Service Facility (Blood Center or HBB+) indicating a Very Satisfactory review and performance of the reagents and machine installation signed by the Head of the laboratory or Blood bank;</p> <p>5. Valid and current Certificate of Compliance with ISO/ IEC/PNS standards for quality of reagents, personnel, and services.</p> <p>6. Guarantee Letter from Supplier for the following:</p> <p>a) Item replacement as to shelf life, reagents wastages arising from machine malfunction and product quality;</p> <p>b) In instances of reagents or consumables unavailability for a maximum of forty-eight (48) hours, workload will be referred to authorized laboratory or provide reagents for Manual Testing and that all expenses related to the activity shall be borne by the supplier.</p> <p>7. Certification from the bidder that machine will be interfaced with Blood Bank Information System (BBIS) and NBBNets and shall be provided with middleware upon commissioning.</p> <p>8. Certification that the bidder will provide the following requirements:</p> <p>a) Technical support for 24 hours /7 days from Engineer and/ or Product Specialist. Immediate (within 8 hours upon notification) on-site repair of the equipment if resolution is not possible by remote troubleshooting.</p> |  |
|--|--|

- b) Quarterly preventive maintenance and calibration or as need arises for the machine and all the included equipment from the supplier with certificate and calibration sticker
- c) Actual demonstration and adequate training for all technical staff.
- d) Reagent Storage Refrigerators and/ or Air Condition Unit with UPS and AVR to be returned upon total consumption of reagents.
- e) Hard copy and soft copy of operation and service manuals in English.
- f) Independent temperature monitoring device including batteries for the Reagent Refrigerator.
- g) Provision of at least three (3) pipettors with pipette rack; one (10 to 100uL), one (100 to 1000uL) and one multi dispense 8- channels pipettor (10 to 100uL).
- h) Provision of pipette tips compatible with the pipettor as needed.
- i) Provision of consumables and water requirements until total consumption of all the reagents.

#### C. Type of Contract

1. Supply of Items
2. Machine tie-up with lease of equipment/ supplied for use until all consumables are all utilized

#### D. Upon delivery the following shall be complied with:

##### 1. Shelf Life

Must be fresh commercial stock with a total shelf life of at least twelve (12) months from the date of receipt by the end-user

##### 2. Packaging Instructions

Standard Packaging of the Manufacturer as approved by PFDA

##### 3. Labelling Instructions

On each box and/ or carton, the following should be imprinted or stickered with non- removable or permanent sticker or label that is binding, and with residue and tearing, if removed:

“Philippine Government Property-

Department of Health

NOT FOR SALE”

Date of Manufacture: \_\_\_\_\_

Date of Expiry: \_\_\_\_\_

Batch/Lot No.: \_\_\_\_\_

#### E. Recall & Replacement

1. The Supplier must ensure the quality of products and if there will be problems in the quality, the Supplier will recall and replace the products distributed in the region’s hospitals/ treatment hubs/RHU/HC/BHSS based on Guidelines on Product Recall, FDA Circular No. 2016-012;

2. In instances of product recalls due to failures of suppliers and manufacturers to comply with standards of safety and quality,

|  |  |
|--|--|
| <p>the cost associated with proper disposal/ destruction, handling or pull out from health facilities where these products have already been distributed shall be borne by the supplier (subject to the latest policy for disposal) (DOH Administrative Order (AO) No. 2019-0041);</p> <p>3. Replacement of reagent and consumable wastages arising from machine malfunction;</p> <p>4. If the item approved is with shorter shelf- life, replacement for fresh stocks of not less than six (6) months shelf-life shall be issued;</p> <p>5. Stocks with less than two (2) months remaining shelf life, the winning bidder will replace it with at least six (6) months shelf life and deliver such within two (2) weeks. The replacement of reagents is continuous until total consumption.</p> <p>F. Delivery Schedule<br/>First Tranche: 10,000 tests: Ninety (90)calendar days upon receipt of approved Notice to Proceed (NTP)</p> <p>Second Tranche: 15,000 tests: Sixty (60) calendar days after the first delivery</p> <p>Third Tranche: 15,000 tests: Sixty (60) calendar days after the second delivery</p> <p>G. Delivery Site<br/>DOH-Philippine Blood Center, 6512<br/>Quezon Ave. Diliman, Quezon City</p> <p>H. Allocation List<br/>For PBC use</p> |  |
|  |  |

\_\_\_\_\_  
Signature over Printed Name

[date of signing]

In the capacity of  
designation]

Duly authorized to sign bid for and on behalf of

: [title or other appropriate

: [Name of Company]  
[Complete office address]  
[Contact No.]  
[Fax No.]  
[E-mail Address]

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

### **Notes on the Checklist of Technical and Financial Documents**

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

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

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

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);  
**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;

*In consideration of the limited access to financial institutions, regulatory and other offices, as well as the implementation of government restrictions on transport and travel, Acceptability of the recently expired Mayor’s or Business permits and the Official Receipt as proof that the Bidder has applied and paid for the renewal of the permit ; Provided that, the current and valid Mayor’s or Business Permit as renewed, will be submitted by the bidder with the LCRB after the award of contract but before payment (GPPB Circular 09-2020)*

- ☐ (d) **and** 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.
- ☐ (j) **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.

**II. FINANCIAL COMPONENT ENVELOPE**

- ☐ (a) Original of duly signed and accomplished Financial Bid Form; **and**

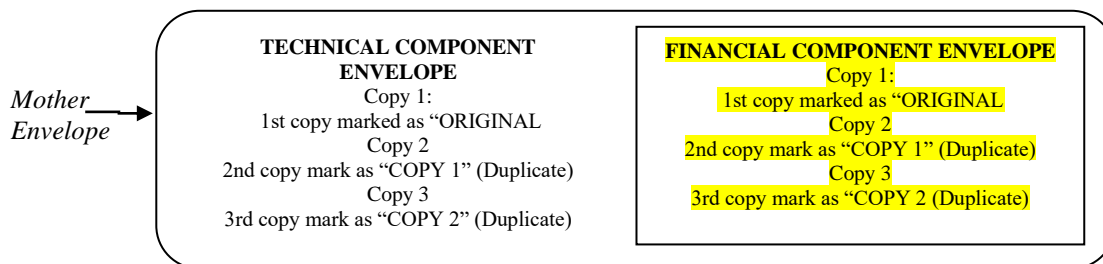
☐ (b) Original of duly signed and accomplished Price Schedule(s).



## **General Instructions:**

1. The public bidding will be held at the Philippine Standard Time (PST); the BAC will not accept bid documents that are submitted after 9:00 AM/.
2. Attendance at the Bid Opening and Evaluation is limited to those listed in the company's Letter of Authority/Secretary Certificate. When submitting your bidding documents, please provide the Secretariat with a Xerox copy of your Letter of Authority/Secretary Certificate, as well as your company's ID.
3. Each Bidder shall submit one (1) Original copy of the first and second components of its Bid. The Procuring entity is requesting an additional two (2) hard copies of the bid.

### **Sealed Original, Copy 1 and Copy 2 in one (1) Single Envelope**



### **The financial component must be placed inside the **YELLOW ENVELOPE****

All copies shall be marked Certified True Copy & signed by the bidder or its duly authorized representative.

All copies must be marked with index/ear tabs or side-end tabs to identify the page components

4. **The remarks "COMPLY" should be indicated line by line (corresponding to each parameter of the specifications)**

#### **EXAMPLE:**

#### **Technical Specifications**

| Item | Specifications   | Statement of Compliance  |
|------|--|--|
| 1    | Procurement of 10,001 Boxes of Paracetamol 500 mg/tablet, 100s per box<br><br>ABC: <del>Php</del> 500,050.00<br><br>Upon delivery, the following must be complied:<br>Shelf Life: Supplies must be fresh commercial stock with a total shelf life of not less than eighteen (18) months from the date of delivery.<br><br>Packaging Instructions: Standard packaging of the manufacturer.<br><br>Labelling Instructions:<br><ul style="list-style-type: none"> <li>Each bottle and box should indicate:<br/>Manufacturing Date: _____</li> <li>Expiration Date: _____</li> <li>Each bottle, box and carton should legibly imprinted/ stickered with:<br/>"DOH-NCR-RO-Philippine Government Property Not For Sale"</li> </ul><br>Area / Place of Delivery:<br>Pasig Warehouse, <del>Caruncho</del> Ave.<br>Pasig City | COMPLY<br><br><br>COMPLY<br>COMPLY<br>COMPLY<br><br>COMPLY<br><br>COMPLY<br>COMPLY<br>COMPLY<br><br>COMPLY<br><br>COMPLY |

5. Bidders who choose to use the Bid Security in the form of cash or a manager's check (payee: DOH-NCRO-BTR) must include a Xerox copy of the MMCHD's Official Receipt within the bidding envelope.
6. All bidder should submit a xerox copies of current legal documents (PHILGEPS, SEC/DTI/ CDA, Mayors or Business Permit and Tax Clearance) with your Platinum Membership.
7. The bidding documents shall include the Updated Technical Specifications found in the Supplemental Bid Bulletin. Using the original Technical Specifications will result in the disqualification of the bidder.
8. Indicate the Brand Name and Model of the item being quoted in your Technical Specifications (HFEP Equipment, and Goods)
9. The following documents must be notarized (non-compliance with this instruction will be rated as "FAILED BID"):
  - A. Letter of Authority/Secretary Certificate
  - B. Omnibus Sworn Statement
  - C. Bid Securing Declaration
10. For the Statement of Single Largest Completed Contract and On-Going Contract/s, use the standard format (Annex A and Annex B)
11. A Xerox copy of an official receipt, sales invoice, or end-user acceptance should be submitted for the Statement of Single Largest and Completed Contract similar to the contract to be bid. The Single Largest and Completed Contract should only include one similar project.
12. Include a Statement of Ongoing Contract/s even zero ongoing.
13. For the Statement of All Ongoing Government & Private Contracts, including contracts awarded but not yet started a Xerox copy of the Notice of Award and/or contract should be attached. *(not applicable for xero on-going contract)*
14. The NFCC should be accompanied by the Latest Audited Financial Statement for the preceding calendar year, stamped "received" by the BIR or its duly accredited and authorized institutions, showing, among other things, the bidder's total and current assets and liabilities, and should be no more than two (2) years old from the date of bid submission. **(Annex C)**
15. The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC) which must be at least equal to the ABC to be bid, calculated as follows:
 
$$\text{NFCC} = [(\text{Current assets minus current liabilities}) \times 15] \text{ minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.}$$

16. Use the Standard format of the bid form. Never Omit this Paragraph:

**[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  
of agent Currency Commission or gratuity**

---

---

---

**(if none, state "None")**

17. Include in your bidding documents: Joint Venture Agreement (JVA)

- a. A duly **notarized statement** 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. (With JVA)
- b. A duly **signed statement** from the Company has no joint venture agreement.

18. Bidder shall pick up the NOA/Contract and NTP issued in its favor within five (5) calendar days from the date of receipt of notice. **An electronic mail shall constitute an official notice to the Bidder.** Refusal to sign and accept the award or enter into a contract without justifiable reason, maybe a ground for imposition of administrative sanctions under Rule XXIII of the Revised IRR of RA 9184.

19. The **registered company name and email address** must be consistent and should reflect on all documents to be submitted.

20. Request for extension should be submitted before the lapse of the original delivery date. The maximum allowable extension shall not be longer than the Original Delivery term.

21. Delivery through courier service is prohibited.

## **22. Post Qualification Requirements:**

The following business licenses should be marked "certified true copy" by the issuing agency or the BAC Secretariat Office:

- Eligibility Documents
  - ☒ ➤ (Mayor's Permit/Business Permit (latest Annual/Quarterly)
  - ☒ ➤ SEC/DTI Registration
  - ☒ Certificate of Registration from BIR
  - Income Tax Returns (latest)
  - Other related documents required by the Technical Working Group

23. Bidding Date: \_\_\_\_\_

Time of bidding Document submission: **ON OR BEFORE 9:00 AM**  
(Closing time)

Time of Opening of Bids: **10:00 AM**

**24. Copy of the BIR Form 2303 indicating the correct classification / category of the nature of business.**

**25. Website: [ncroffice.doh.gov.ph](http://ncroffice.doh.gov.ph)**

**For guidance and information of all concerned.**

**FORMS: ANNEX A**

Procuring Entity: **Metro Manila Center for Health Development**

Name of the Project: \_\_\_\_\_

Location of the Project: \_\_\_\_\_

**Statement of: (i) Ongoing Contracts and; (ii) Awarded but Not Yet Started Contracts**

This is to certify that \_\_\_\_\_ (company) has the following ongoing and awarded but not yet started contracts:

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

Submitted by: \_\_\_\_\_

(Printed Name & Signature) Designation: \_\_\_\_\_

Date: \_\_\_\_\_

**Instructions:**

a) State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of:

i. The day before the deadline of submission of bids.

b) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.

c) The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document. **"Name of Contract". Indicate here the Nature/ Scope of the Contract for easier tracking of the entries/ representations.** Example: "Supply and Delivery of Office Supplies"

d) For All Ongoing Government & Private Contracts, Contracts awarded but not yet started a Xerox copy of the Notice of Award and/or contract should be attached. NET FINANCIAL CONTRACTING CAPACITY (NFCC) FORM A. Summary of the Applicant Supplier's/Distributor's/Manufacturer's

Procuring Entity: **Metro Manila Center for Health Development**

Name of the Project: \_\_\_\_\_

Location of the Project: \_\_\_\_\_

**Statement of Single Largest Completed Contracts (SLCC)**

This is to certify that \_\_\_\_\_ (company) has the following completed contracts for the last three (3) years.

| Name of the Completed Contract | Date of the contract | Contract Duration | Contracting Party (Owner's Name & Address Telephone No., if available) | Kind of Goods Sold | Amount of Completed Contract | Date Completed | End User's Acceptance or Official Receipt(s) or Sales Invoice shall be attached to the statement |
|--------------------------------|----------------------|-------------------|--|--------------------|------------------------------|----------------|--|
|                                |                      |                   |  |                    |                              |                |  |
| <u>GOVERNMENT</u>              |                      |                   |  |                    |                              |                |  |
|                                |                      |                   |  |                    |                              |                |  |
|                                |                      |                   |  |                    |                              |                |  |
| <u>PRIVATE</u>                 |                      |                   |  |                    |                              |                |  |
|                                |                      |                   |  |                    |                              |                |  |
|                                |                      |                   |  |                    |                              |                |  |

Submitted by: \_\_\_\_\_

(Printed Name & Signature) Designation : \_\_\_\_\_

Date: \_\_\_\_\_

*Instructions:*

*a) Cut-off date as of*

*(i) Up to the day before the deadline for submission of bids.*

*b) In the column under "End-user's Acceptance indicates the Official Receipt/Sales invoice.*

*c) "Name of Contract". Indicate here the Nature/ Scope of the Contract for the Procuring Entity to determine the relevance of the entry with the Procurement at hand. Example: "Supply and Delivery of Office Supplies"*

## Annex "C"

### NET FINANCIAL CONTRACTING CAPACITY (NFCC) FORM

- A. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or its duly accredited and authorized institution, for the preceding calendar/tax year which should not be earlier than two (2) years from the date of submission.<sup>1</sup>

| Year 20 |  |  |
|---------|--|--|
| 1.      | Current Assets                                 |  |
| 2.      | Current Liabilities                            |  |
| 3.      | Total Net Worth                                |  |
| 4.      | Total Value of outstanding or ongoing Projects |  |

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

In case of a bid involving two or more lots, the bidder shall indicate in the NFCC from the lots bid for, in their order of priorities or preferences.

The first lot in the order shall follow the following formula:

$$\text{NFCC} = [(\text{current assets minus current liabilities}) \times (15)] - [\text{value of all outstanding or uncompleted portions of the projects under going contracts, including awarded contracts yet to be started.}]$$

For subsequent lots, the formula shall be as follows:

$$\text{NFCC} = [(\text{current assets minus current liabilities}) \times (15)] - [\text{value of all outstanding or uncompleted portions of the projects under going contracts, including awarded contracts yet to be started} + \text{value of the prior lot or lots bid for}]$$

<sup>1</sup>In case of a joint venture, the NFCC shall be computed based on the Audited Financial Statement of the local lead partner, unless it is shown by clear proof that the other partners to the joint venture have infused capital investment to support the operation of the local lead partner to ensure compliance with the obligations under the contracts in this projection which case the NFCC of the foreign joint venture or the minority partner of the joint venture shall be computed.

This is to certify that the aforementioned NFCC computation is sufficient for the lot being bid for:

Submitted by:

\_\_\_\_\_  
Name of Supplier /Distributor/ Manufacturer

\_\_\_\_\_  
Name of Authorized Representative

## Annex d

### **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, Procurement Agent if engaged, 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, Procurement Agent if engaged, 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, Procurement Agent if engaged, 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]*

## Annex F

### Bid Form for the Procurement of Goods

*[shall be submitted with the Bid]*

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#### 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 | 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: \_\_\_\_\_

**For FORMED Joint Venture - Incorporated)**

(use Bidder's Official Letterhead)

REPUBLIC OF THE PHILIPPINES)

) S.S.

**SECRETARY'S CERTIFICATE**

I, \_\_\_\_\_ (Name of the Corporate Secretary), the Corporate Secretary of the \_\_\_\_\_ (Name of the Corporation), a corporation duly organized and existing under and by virtue of the laws of the Philippines with principal office at \_\_\_\_\_ (Address of the Corporation) (the "Corporation"), after having been duly sworn according to law, does hereby certify that at the meeting of the Board of Directors of the said Corporation duly convened and held on \_\_\_\_\_ (Date of the meeting) at \_\_\_\_\_ (Place of the meeting) at which a quorum was present and acted throughout, the following resolutions were unanimously approved and adopted through Board Resolution No. \_\_\_\_ (Indicate Board Resolution No.), Series of 20\_\_:

"RESOLVED, that \_\_\_\_\_ (Name of the Joint Venture) is authorized to participate in the bidding of \_\_\_\_\_ (Project ID-No.) \_\_\_\_\_ of the Metro Manila Center for Health Development ("MMCHD" or the "Procuring Entity"); and that in connection with the said bidding, the

following is/are hereby appointed and designated as the duly authorized representative/s of the JV, granted with full power and authority to do, execute and perform any and all acts necessary and/or to represent the JV to participate in the bidding of the above-mentioned project which includes to sign for and in behalf of the JV all bid documents, submit the bid, and to sign contracts, agreements, instruments, statements, reports, and other documents pertaining to the bidding including the ensuing contract with MMCHD and all other documents, as may be required:

| Name  | Position | Specimen Signature |
|-------|----------|--------------------|
| _____ | _____    | _____              |
| _____ | _____    | _____              |
| _____ | _____    | _____              |

acting in this manner<sup>1</sup>:

1 ☐ Any one (1) of the above signatories

2 ☐ All of the above signatories

3. ☐ Any (state the number) of the above signatories (in case the Board opts to have joint signing from designated representatives, i.e. any 2 jointly signing out of 4)

RESOLVED FURTHER THAT, \_\_\_\_\_ (Name of the JV):

(1) the Submits itself to the jurisdiction of the Philippine government and waives its right to question the jurisdiction of the Philippine courts; and

(2) Shall neither seek nor obtain writs of injunction or prohibition or restraining order against the MMCHD or any other agency in connection with this project to prevent and restrain the bidding procedures related thereto, the negotiating of the award of a contract to a successful bidder, and the carrying out of the awarded contract.

RESOLVED FINALLY, that the foregoing authorities shall remain in full force and effect and binding on the Corporation until notice in writing is received by MMCHD, revoking, amending, or otherwise modifying the same.”

The undersigned further certifies that the foregoing resolutions have not been revoked, amended, or otherwise modified, and remain valid and subsisting.

The foregoing excerpts of the minutes of the Board meeting are true and correct and in accordance with the corporate records under my custody and are consistent with the Articles of Incorporation and By-laws of the Corporation.

IN WITNESS WHEREOF, I have hereunto affixed my signature on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_.

\_\_\_\_\_

Corporate Secretary

SUBSCRIBED AND SWORN to before me, this       day of       , 20   at \_\_\_\_\_  
 , affiant exhibiting to me his/her Competent Evidence of Identity \_\_\_\_\_  
 issued on \_\_\_\_\_ at \_\_\_\_\_.

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Series of \_\_\_\_\_



