

PHILIPPINE BIDDING DOCUMENTS

Republic of the Philippines

*Procurement of One-Year Health Maintenance
Organization (HMO) Program for UCPBS
Employees*

**First Edition
May 2025**

Preface

This Philippine Bidding Documents (PBD) for the Government of the Philippines (GoP) for the procurement of Goods through **Competitive Bidding** has been prepared by the GoP for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the government, including government-owned and/or -controlled corporations (GOCC), government financial institutions (GFI), state universities and colleges (SUC), local government units (LGU), and autonomous regional governments for projects that are financed in whole or in part by the GoP or any foreign government, foreign, or international financing institution, in accordance with the provisions of the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009.

The Bidding Documents shall clearly and adequately define, among others: (a) the objectives, scope, and expected outputs and/or results of the proposed contract; (b) the eligibility requirements of Bidders, such as track record to be determined by the Head of the Procuring Entity (HoPE); (c) the expected contract duration, including estimated quantities in the case of procurement of goods, delivery schedule and/or time frame; and (d) the obligations, duties, and/or functions of the winning Bidder.

To simplify preparation of the Bidding Documents for each procurement, the PBD groups the provisions intended to be used without modification in Section II. Instructions to Bidders (ITB) and Section IV. General Conditions of Contract (GCC). Data and provisions specific to each procurement and contract should be included in Section III. Bid Data Sheet (BDS); Section V. Special Conditions of Contract (SCC); Section VI. Schedule of Requirements; and Section VII. Technical Specifications. The forms to be used are provided in Section VIII. Philippine Bidding Document Related Forms.

Prudence must be exercised to ensure the relevance of the provisions of the PBD against the requirements of the specific Goods to be procured. In addition, 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, except for the notes introducing Section VIII. Philippine Bidding Document Related Forms where the information is useful to the Bidder. 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 Project.
- b) Specific details, such as the “name of the Procuring Entity” and “address for bid submission,” should be furnished in the ITB, BDS, and SCC. 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, BDS, SCC, 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. The Bidding Documents should not

contain footnotes except those in Section VIII. Philippine Bidding Document Related Forms, since these provide important guidance to Bidders.

d) The cover page should be modified as required to identify the Bidding Documents and date of issue.

e) The Project title page should be modified as required to identify the Project title and number, and the name and address of the Procuring Entity.

f) If modifications must be made to the bidding requirements, they can be presented in the BDS. Modifications for specific Project or Contract details should be provided in the SCC as amendments to the Conditions of Contract. For easy reference and completion, clauses from the PBD and SCC shall appear in bold typeface in Section II. Instructions to Bidders and in Section IV. General Conditions of Contract, respectively.

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7th Floor Robinsons Cybergate Magnolia Aurora Blvd
cor. Doña Hemedya St. New Manila Quezon City



***Procurement of One-Year
Health Maintenance
Organization (HMO)
Program for UCPBS
Employees***

ITB-HRD-HMO-001-12-03-2026

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA - Cooperative Development Authority.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

COS – Contract of Service.

CPI – Consumer Price Index.

DDP – Delivered Duty Paid.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

GCC - General Conditions of Contract.

GFI – Government Financial Institution.

GOCC – Government-Owned and/or –Controlled Corporation.

GoP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

HoPE – Head of Procuring Entity.

INCOTERMS – International Commercial Terms.

IRR – Implementing Rules and Regulations of Republic Act No. 12009.

ITB – Instructions to Bidders.

JO – Job Order.

LCB- Lowest Calculated Bid.

LCRB – Lowest Calculated Responsive Bid.

LGUs – Local Government Units.

LoC – Letter of Credit.

MAB – Most Advantageous Bid.

MARB – Most Advantageous Responsive Bid.

MEARB – Most Economically Advantageous Responsive Bid.

MYCA – Multi-Year Contracting Authority.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

PSA – Philippine Statistics Authority.

RA No. – Republic Act Number.

SARB – Single Advantageous and Responsive Bid.

SCC - Special Conditions of Contract.

SCRB – Single Calculated and Responsive Bid.

SEARB – Single Economically Advantageous Responsive Bid.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Definition of Terms

Bid – a signed offer, proposal, or quotation submitted by a supplier, manufacturer, distributor, contractor, consultant, or service provider in response to the requirements of the Procuring Entity as stated in the Bidding Documents. (IRR, Section 5[c]).

Bidder – a supplier, manufacturer, distributor, contractor, consultant, and service provider, whether public or private, who submits a Bid in response to the requirements of the Procuring Entity as stated in the Bidding Documents. (IRR, Section 5[d]).

Bidding Documents – the documents issued by the Procuring Entity as the basis for Bids, furnishing all information necessary to prospective Bidder to prepare a Bid for the Goods, Infrastructure Projects, and Consulting Services required by the Procuring Entity. (IRR, Section 5[e]).

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.

Contract Price - the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

Effective Date of the Contract – the date indicated in the contract. However, the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed.

Foreign-funded Procurement or Foreign-Assisted Project – refers to the acquisition of Goods, Consulting Services, and the contracting for Infrastructure Projects by the Government of the Philippines which are wholly or partly funded by foreign loans or grants pursuant to a Treaty or International or Executive Agreement.

Framework Agreement – is a procurement strategy which shall be in the nature of an option contract between the Procuring Entity and the Bidder that stipulates the terms and conditions to be applied in subsequent contracts for the procurement of Goods, Infrastructure Projects, and Consulting Services with a single or multiple contractor, manufacturer, supplier, distributor, consultant, and service provider to expand the pool of prospective Bidders, take advantage of economies of scale, minimize the administrative burden of conducting separate procurement activities, and generate time and money savings. (IRR, Section 16.2).

Goods – refer to (i) all items, supplies, and materials, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity; or (ii) general support services which pertain to all types of services except Consulting Services and Infrastructure Projects, such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services. Personnel Services or individual COS or JO engagements do not fall under this definition; (IRR, Section 5[n])

MARB – refers to the award criteria in the procurement of Goods where the considerations for the award of contract are the eligibility of the bidder, the responsiveness of its bid to the technical requirements, and the most advantageous bid in reference to the highest rated offer based on the quality component of the bid.

MEARB – refers to the award criteria in the procurement of Goods where the considerations for the award of contract are the eligibility of the bidder, and the responsiveness of its bid to the technical requirements, and the determination of the most economically advantageous bid in reference to the quality-price ratio allocated to the technical and financial components of the bid.

Online submission – pertains to the submission of the bid for Goods and the bid envelopes containing the technical and financial components of the bid through electronic means or through the electronic bidding facility of the PhilGEPS.

Project – refers to a specific or identified procurement covering Goods, Infrastructure Projects 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.

Services - means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the 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 its Bid. Supplier as used in these Bidding Documents may likewise refer to a manufacturer, distributor, contractor, or consultant, or service provider.

Verified Report - the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The Invitation to Bid shall be:

- a) In line with the principle of transparency and competitiveness and to ensure the widest possible dissemination thereof, all invitations to bid shall be published continuously by the Procuring Entity for seven (7) calendar days on the PhilGEPS website, in any conspicuous place reserved for this purpose in the premises of the Procuring Entity, and in the website or social media platforms of the Procuring Entity, if available, or such other channels as may be authorized by the GPPB, and the website prescribed by the foreign government/foreign or international financing institution, if applicable.
- b) For justifiable reasons, a Procuring Entity that cannot publish procurement opportunities on its website, social media platform, or such other channels authorized by the GPPB shall publish its Invitation to Bid, at least once, in a newspaper of general nationwide circulation;

Apart from the essential items listed in the Bidding Documents, the Invitation to Bid, should also indicate the following:

- a) The availability of the Bidding Documents, which shall commence on the date the Invitation to Bid is first published and continue until the deadline for 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 from the last day of publication of the Invitation to Bid;
- d) The procurement strategy/ies (e.g. Life Cycle Assessment and Life Cycle Cost Analysis, Subcontracting, Pooled Procurement); and
- e) The bid award criterion/criteria (e.g., the application of a margin of preference in bid evaluation).

The Invitation to Bid should be incorporated in the Bidding Documents. The information contained in the Invitation to Bid must conform to the Bidding Documents, particularly to the relevant information in the BDS.



INVITATION TO BID FOR
***Procurement of One-Year Health Maintenance Organization
(HMO) Program for UCPBS Employees***

- 1) The *UCPB Savings Bank* through the *2025-2026 PPMP* intends to apply the sum of *Php4,879,000.00* being the Approved Budget for the Contract (ABC) to payments under the contract for *Procurement of One-Year Health Maintenance Organization Program for UCPBS Employees*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2) The *UCPB Savings Bank* now invites bids for *Procurement of One-Year Health Maintenance Organization Program for UCPBS Employees* using Competitive Bidding. Delivery of the Goods is required *45 days upon receipt of NTP*. Bidders should have completed *3 years* from the date of submission and receipt of bids, contracts similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
- 3) Bidding will be conducted through competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the IRR of RA No. 12009.
 - i) Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
- 4) Interested Bidders may obtain further information from *UCPB SAVINGS* and inspect the Bidding Documents at the address given below from *8:00 AM* to *5:00 PM*.
- 5) A complete set of Bidding Documents may be acquired by interested Bidders on *December 05,2025* from the address given below upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of *5,000.00*

[Note: For lot procurement, the maximum fee for the Bidding Documents for each lot shall be based on its ABC, in accordance with the Guidelines issued by the GPPB; provided that the total fees for the Bidding Documents of all lots shall not exceed the maximum fee prescribed in the Guidelines for the sum of the ABC of all lots.]

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.

- 6) The *UCPB Savings Bank* will hold a Pre-Bid Conference on *March 27,2026* at *1:30pm* through video conferencing via *MS Teams*, which shall be open to prospective Bidders.
- 7) Bids must be duly received by the Bids and Awards Committee (BAC) Secretariat through *Sealed Bid*, manual submission at the office address indicated below, (ii) online

submission through the electronic bidding facility of the PhilGEPS as indicated below,] on or before *April 10, 2026 at 11:30 am*. Late bids shall not be accepted.

- 8) All Bids must be accompanied by a Bid Security in any of the acceptable forms and in the amount stated in ITB Clause 16.1.
- 9) Bid opening shall be on *April 10, 2026 at 3:00 pm* via MS Teams. Bids will be opened in the presence of the Bidders' representatives who choose to attend the activity.
- 10) *[Insert such other necessary information deemed relevant by the Procuring Entity].*
- 11) The *UCPB Savings Bank* 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 Section 70 of R.A. No. 12009, without incurring any liability to the affected Bidder or Bidders.
- 12) For further information, please refer to:
Christopher L. Suntay
BAC Secretariat
UCPB Savings, Inc.
7th Floor Robinsons Cybergate Magnolia
Aurora Blvd cor. Doña Hemedya St. New Manila Quezon City
Email Address: bacsecretariat@ucpbsavings.com
- 13) You may visit the following websites:

For downloading of Bidding Documents: ***<https://www.ucpbsavings.com>***

For electronic bid submission: *[PhilGEPS website]*

[Date of Issue]

Dante R. Cortez
BAC Chairperson

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section of the Bidding Documents 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.

This Section contains provisions that shall not be changed or modified. Any amendment shall be reflected on Section III. Bid Data Sheet which consists of provisions that supplement, amend, or specify in detail, information or requirements included in this Section.

Matters governing performance of the Supplier, payments under the contract, or those affecting the risks, rights, and obligations of the parties under the contract are not normally included in this Section, but rather under Section IV. General Conditions of Contract (GCC), and/or Section V. Special Conditions of Contract (SCC). If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, prudence must be exercised to avoid contradictions between clauses dealing with the same matter.

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A. General

1) Scope of Bid

- 1.1 The Procuring Entity, named in the **BDS** invites bids for the Project with Identification Number which shall be specified in the **BDS**.
- 1.2 The Project is composed of number of lots or items as provided in the **BDS**, the details of which are described in Section VII. Technical Specifications.

2) Source of Funds

The Procuring Entity has a budget or has received funds from the Funding Source named in the **BDS**, and in the amount indicated in the **BDS**. It intends to apply part of the funds received for this Project to cover eligible payments under the contract.

3) Corrupt, Fraudulent, Collusive, and Coercive Practices

- 3.1 Unless otherwise specified in the **BDS**, 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. In pursuance of this policy, the Procuring Entity:
 - a) defines, for purposes of this provision, the following terms under existing laws, rules, and regulations:
 - i) “corrupt practice” means an act by which officials in the public or private sectors improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA No. 3019.
 - ii) “fraudulent practice” means a misrepresentation of facts for purposes of influencing a procurement process or the execution of a contract to the detriment of the Procuring Entity, which includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
 - iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
 - iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their

participation in a procurement process, or affect the execution of a contract;

v) “obstructive practice” is

- a) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution relative to allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent the latter from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
- b) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

b) Undertakes to reject a proposal for award upon *prima facie* determination that the Bidder recommended for award has engaged in any of the prohibited practices mentioned in this Clause for purposes of competing for the contract.

3.2 Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in ITB Clause 3.1(a).

3.3 Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a Bidder or Supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause 3.

4) **Conflict of Interest**

4.1 All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in paragraphs (d) and (f) below:

- a) A Bidder has controlling shareholders or beneficial owners in common with another Bidder;
- b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
- c) A Bidder has the same legally authorized representative as that of another Bidder for purposes of this bid;

- d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process; This may include a firm or an organization that lends, or temporarily seconds, its personnel to firms or organizations that are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project;
 - e) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid.
 - f) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.
- 4.2 All Bidding Documents shall be accompanied by an omnibus sworn statement of the Bidder that it is not related, by consanguinity or affinity up to the third level, to the HoPE, Procurement Agent (if engaged), the head of the Project Management Office (PMO), the End-User or Implementing Unit or any members of the Bids and Awards Committee (BAC), Technical Working Group (TWG), and BAC Secretariat.
- 4.3 The Bidder shall also disclose the ultimate beneficial ownership of an entity. Failure to comply shall be a ground for the automatic disqualification of the bid in consonance with Section 59 of the IRR. For this reason, relation to the aforementioned persons within the third civil degree of consanguinity or affinity shall automatically disqualify the Bidder from participating in the procurement of contracts of the Procuring Entity notwithstanding the act of such persons inhibiting themselves from the procurement process. This Clause shall apply to the following persons and affiliates:
- a) In the case of individuals or sole proprietorships, to the Bidders and their spouses;
 - b) In the case of partnerships, to the partnership itself and its partners;
 - c) In the case of cooperatives, to the cooperative itself and members of the board of directors, general manager or chief executive officer;
 - d) A partnership, joint venture or consortium which is blacklisted or which has blacklisted member/s or partner/s, as well as a person or entity who is a member of a blacklisted joint venture or consortium, are, likewise not allowed to participate in any government procurement during the period of suspension or blacklisting; and
 - e) In the case of corporations, a single stockholder, together with their relatives up to the third civil degree of consanguinity or affinity, and their assignees, holding at least twenty percent (20%) of the shares therein, its chairperson and president, shall be blacklisted after they have been determined to hold the same controlling interest in a previously blacklisted corporation or in two corporations that have been blacklisted; the corporations of which they are part of shall also be blacklisted.

5) Eligible Bidders

- 5.1 Only Bids found to be legally, technically, and financially eligible will be evaluated. For procurement of Goods, the following persons shall be eligible to participate in this bidding:
- a) Duly-licensed Filipino citizens or sole proprietorships;
 - b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
 - c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
 - d) Cooperatives duly organized under the laws of the Philippines; and
 - e) Persons or entities forming themselves into a Joint Venture (JV), i.e., a group of two (2) or more persons or entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the JV concerned shall be at least sixty percent (60%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their Joint Venture Agreement (JVA); Provided, further, that the primary purpose of each member of the JV must be similar to or related with the requirements of the project to be bid out.
- 5.2 Foreign Bidders may be eligible to participate when any of the following circumstances exist, as specified in the **BDS**:
- a) When provided for under any treaty or international or executive agreement as provided in Section 4 of the IRR;
 - b) When the foreign supplier is a citizen, corporation, or association of a country, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - c) When the Goods sought to be procured are not available from local suppliers; or
 - d) When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3 GOCCs may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.
- 5.4 The Bidder must have completed, within a period of ten (10) years from the submission of the bid, unless a shorter period is indicated in the Invitation to Bid and **BDS**, a Single Largest Completed Contract (SLCC) that is similar to the procurement project to be bid, and whose value must be equivalent to at least fifty percent (50%) of the ABC, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price indices.

5.5 If the Procuring Entity determines that it is necessary to adopt a different SLCC requirement to ensure broader Bidder participation while establishing their technical capacity, it may allow Bidders to present a combination of contracts completed within the same period, provided their total value is at least fifty percent (50%) of the ABC, thus:

- a) The Bidder should have completed at least one (1) similar contract amounting to at least 25% of the ABC; and
- b) The Bidder should have completed other contracts, whether similar or not, with an aggregate amount of at least 25% of the ABC.

For this purpose, the Procuring Entity may clarify in the Bidding Documents the definition or description of what it considers to be a similar project, which must be germane to the kind, class, or genus of goods or services to be procured, guided by the principle of proportionality and fit-for-purpose approach.

5.6 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) (15)] 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.

The values of the domestic Bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements (AFS) submitted to the BIR not earlier than two (2) years prior to date of bid submission.

For purposes of computing the foreign Bidders' NFCC, the value of the current assets and current liabilities shall be based on their latest AFS prepared in accordance with International Financial Reporting Standards.

If the Bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid. Provided that, if issued by a foreign bank, it shall be confirmed or authenticated by a local bank.

6) Bidder's Responsibilities

6.1 The Bidder or its duly authorized representative shall submit an omnibus sworn statement, in the form prescribed in Section VIII. Philippine Bidding Document Related Forms, as required in ITB Clause 12.1(viii).

6.2 Before submitting their bids, the Bidder is deemed to be knowledgeable with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.

6.3 The Bidder was responsible for the following:

- a) Took steps to carefully examine and ensure full understanding and comprehension of the Bidding Documents, its requirements, clauses, and provisions;

- b) Acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
- c) Made an estimate of the facilities available and needed for the contract to be bid, if any;
- d) Complied with the responsibility to inquire, or secured the Supplemental Bid Bulletin(s) as provided under ITB Clause 10.4;
- e) Ensured that it is not “blacklisted” or barred from bidding by the Government of the Philippines (GoP) or any of its agencies, offices, corporations, or LGUs, including foreign government, or foreign or international financing institutions whose blacklisting rules have been recognized by the GPPB; by itself or by reason of its relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity;
- f) Ensured that each of the documents submitted in satisfaction with the bidding requirements is an authentic copy of the original, complete, and that all statements and information provided therein are true and correct;
- g) Authorized the HoPE or its duly authorized representative/s to verify all the documents submitted;
- h) Ensured that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, to sign, and execute the ensuing contract, accompanied by the duly-notarized Special Power of Attorney, Board or Partnership Resolution, or Secretary’s Certificate, whichever is applicable;
- i) Complied with the disclosure provision under Section 81 and 82 of RA No. 12009 and its IRR, in relation to other provisions of RA 3019;
- j) Complied with existing labor laws and standards, in the case of procurement of services. Moreover, the Bidder undertakes to:
 - i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or Collective Bargaining Agreement (CBA); or arbitration award, if and when applicable.

In case there is a finding by the Procuring Entity or the Department of Labor and Employment (DOLE) of underpayment or non-payment of workers’ wages and wage-related benefits, the Bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of RA No. 12009, without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.
 - ii) Comply with Occupational Safety and Health Standards (OSHS) and correct deficiencies, if any.

In case of imminent danger, injury or death of the worker, the Bidder undertakes to suspend contract implementation pending clearance to resume from the DOLE Regional Office, in compliance with the Work Stoppage Order; and

- iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or CBA; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises.
- k) Ensured that it 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.
- l) Examined all instructions, forms, terms, and specifications in the Bidding Documents.
- m) Determined and complied with all matters pertaining to the contract to be bid, including but not limited to: (i) the location and the nature of this Project; (ii) climatic conditions; (iii) transportation facilities; and (iv) other factors that may affect the cost, duration, and execution or implementation of this Project.
- n) Ensured that all information in the Bidding Documents, including bid or supplemental bid bulletin/s issued, are correct and consistent. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible Bidder out of the data furnished by the Procuring Entity.

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

6.4 Further, the Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Entity shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

In case of failure of bidding, the Bidding Documents fee may be applied in the re-bidding for the same Project.

6.5 Furthermore, the Bidder should be aware that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

7) **Origin of Goods**

Unless otherwise indicated in the **BDS**, there is no restriction on the origin of Goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

8) Subcontracts

- 8.1 Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Goods to an extent as may be approved by the HoPE and as stated in the **BDS**. However, the subcontracted portion shall not exceed twenty percent (20%), or a different percentage of the ABC, on a per project basis, as approved by the GPPB.
- 8.2 Subcontracting of any portion of this Project shall not relieve the Bidder from any liability or obligation that may arise from the contract.
- 8.3 Subcontractors must meet the eligibility criteria and submit the same eligibility documents as the general contractor. Failure of a subcontractor to meet the eligibility criteria does not affect the eligibility of the general contractor for the Project. In such case, the portion intended to be subcontracted to the ineligible subcontractor shall be assumed by the general contractor.
- 8.4 Subcontracting arrangement, if allowed, including the time of submission of the eligibility documents of the subcontractor, shall be disclosed in the **BDS**.

B. Contents of Bidding Documents

9) Pre-Bid Conference

- 9.1 If so specified in the **BDS**, a pre-bid conference shall be held either at the Procuring Entity's physical address and/or online through videoconferencing, webcasting, or similar technology, or a combination thereof, on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.
- 9.2 The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the posting of the invitation to bid and other bidding documents in the PhilGEPS.
- 9.3 Bidders are highly encouraged to attend the pre-bid conference to fully understand the Procuring Entity's requirements. While non-attendance of the Bidder will in no way prejudice its bid. The Bidder is deemed to know any changes and/or amendments to the Bidding Documents, as may be provided in the Supplemental Bid Bulletin.

The proceedings of the pre-bid conference shall be recorded, and the corresponding minutes shall be prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective Bidders not later than five (5) days upon written request.
- 9.4 Decisions of the BAC amending any provision of the Bidding Documents shall be issued in writing through a Supplemental Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

10) Clarification and Amendment of Bidding Documents

- 10.1 Prospective Bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such request must be in writing and submitted to the BAC of the Procuring Entity at the address or electronic mail indicated in

the **BDS** or through the electronic bidding facility of PhilGEPS, as may be applicable, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

- 10.2 The BAC shall respond to the said request by issuing a Supplemental Bid Bulletin duly signed by the BAC Chairperson. It shall be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.
- 10.3 Supplemental Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 10.4 Any Supplemental Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS, in any conspicuous place in the premises of the Procuring Entity, and on the website or social media platforms of the Procuring Entity, if available, or such other channels as may be authorized by the GPPB. It shall be the responsibility of all prospective Bidders, including those who have properly secured the Bidding Documents, to inquire and secure Supplemental Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental Bid Bulletin must be accordingly informed by the BAC and be allowed to modify or withdraw their bids prior to the deadline for the submission and receipt of bids in accordance with ITB Clause 21.

C. Preparation of Bids

11) Language of Bids

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign Bidder's country. The Bidder shall cause the authentication of the translated documents and shall be authenticated by the appropriate Philippine foreign service establishment or post or the equivalent office having jurisdiction over the foreign Bidder's affairs in the Philippines. The English translation shall govern, for purposes of interpretation of the bid.

However, for Contracting Parties to the Apostille Convention, the documents shall be authenticated through an apostille by the Competent Authority, as defined in Section 20.9.2 of [the] IRR, except for countries identified by the DFA that will still require legalization (red ribbon) by the relevant Embassy or Consulate.

12) Documents Comprising the Bid: Technical and Financial Components

- 12.1 The first bid envelope shall contain the following technical documents, including the eligibility documents:
 - i) PhilGEPS Certificate of Registration (Platinum Membership);

- ii) Statement of SLCC;
- iii) NFCC Computation or committed Line of Credit (LoC);
- iv) Statement 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;
- v) *[if applicable]* JVA) or in the absence of a JVA, duly notarized statements from all potential JV partners stating that they will enter into and abide by the provisions of the JVA in the event that the bid is successful;
- vi) Bid Security in the prescribed form and amount in accordance with ITB Clause 16, and validity period under ITB Clause 15;
- vii) Technical Specifications, which may include production or delivery schedule, manpower requirements, or after-sales service or parts, if applicable;
- viii) Omnibus Sworn Statement; and
- ix) For foreign Bidders claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos, a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item or product.

12.2 The second bid envelope shall contain the following financial documents:

- a) Bid Form which includes the Bid price;
- b) Price Schedules in accordance with ITB Clause 13.1; and
- c) *[if applicable]* Certificate of Domestic Preference, in accordance with ITB Clause 25.

12.3 Whenever necessary, modifications may be made to the foregoing components specifically for major and specialized procurement to suit the particular needs of the Procuring Entity, subject to the approval of the GPPB.

12.4 All bids that exceed the ABC shall not be accepted. Unless otherwise indicated in the **BDS**. For foreign-funded procurement, the ABC shall be applied as the ceiling to bid prices provided the following conditions are met:

- a) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the Procuring Entity, payment could be made upon the submission of bids.
- b) The Procuring Entity has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the Procuring Entity and that the estimates reflect the quality, supervision and risk, and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.

- c) The Procuring Entity has trained cost estimators in estimating prices and analyzing bid variances.
- d) The Procuring Entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
- e) The Procuring Entity has established a monitoring and evaluation system for contract implementation to provide feedback on actual total costs of goods and works.

However, the GoP and the foreign government, or foreign or international financing institutions may agree to waive the foregoing conditions.

13) Bid Prices

13.1 The Bidder shall accomplish the Price Schedule Form as prescribed by the Procuring Entity, which may include the following details:

- a) For Goods offered from within the Philippines:
 - 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 Delivery 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, listed in the **BDS**.
- c) For Services, based on the form which may be prescribed by the Procuring Entity, in accordance with existing laws, rules and regulations.

13.2 The Bidder shall accomplish the appropriate Price Schedule included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project. The Bidder shall fill in rates and prices for all items of the Goods described in the Price Schedule, which shall be presented and computed using up to two (2) decimal places, unless otherwise indicated in the **BDS**.

13.3 If the Instructions to Bidders specifically allow partial bids, bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, the Price Schedule, shall be considered non-responsive and shall

be automatically disqualified. However, when no price or a zero (0) or a dash (-) is indicated in a required item in the bid form, the same shall be construed that it is being offered for free to the Government, except those required by law or regulations to be provided for.

The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.

- 13.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected.

14) Bid Currencies

- 14.1 Prices shall be quoted in the following currencies:

- a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Peso.
- b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the local or tradeable currency/ies accepted by the *Bangko Sentral ng Pilipinas* (BSP), as stated in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate published in the BSP Daily Reference Exchange Rate Bulletin on the day of the bid opening.¹

- 14.2 If so allowed in accordance with ITB Clause 14.1, the Procuring Entity, for purposes of bid evaluation and comparing the bid prices, will convert the amounts in various currencies in which the bid price is expressed to Philippine Peso at the foregoing exchange rates.

- 14.3 Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Peso.

15) Bid Validity

- 15.1 Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.

- 15.2 Should it become necessary to extend the validity of the bids and the bid securities beyond one hundred twenty (120) calendar days, the Procuring Entity concerned shall request in writing all those who submitted bids for such extension before the expiration date therefor. Bidders, however, shall have the right to refuse to grant such extension without forfeiting their Bid Security.

¹ RA No. 8183, Act to assure uniform value of Philippine coin and currency

16) Bid Security

16.1 The Bidder shall at its option, submit a Bid Security in the form and amount as stated in the **BDS**, which may include the following:

Form of Bid Security	Amount of Bid Security (Not less than the required percentage of the ABC)
a) Cash or cashier's or manager's check issued by a bank. <i>For biddings conducted by LGUs, the Cashier's or Manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	Two Percent (2%)
b) Bank draft/guarantee or irrevocable LoC issued by a bank: Provided, however, that it shall be confirmed or authenticated by a local bank, if issued by a foreign bank. <i>For biddings conducted by LGUs, Bank Draft/Guarantee, or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	Five Percent (5%)
c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five Percent (5%)
d) Bid Securing Declaration	Allowed

The Bid Security shall be denominated in Philippine Peso and posted in favor of the Procuring Entity.

16.2 The Bid Security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable Bid Security shall be considered as non-responsive and rejected by the Procuring Entity.

16.3 In no case shall the Bid Security be returned later than the expiration of the bid validity period indicated in the Bidding Documents, unless it has been extended. In case the Bidder is required to extend its bid validity, the Bidder may, at its discretion, substitute a Bid Securing Declaration for the extended period as a replacement of its Bid Security; Provided, that the option to substitute is indicated in the **BDS**.

- 16.4 Upon signing and execution of the contract pursuant to ITB Clause 30, and the posting of the performance security pursuant to ITB Clause 31, the Bid Security of the successful Bidder will be discharged, but in no case later than its validity period as indicated in the ITB Clause 16.2.
- 16.5 The Bid Security may be forfeited based on any of the following grounds, as provided under Rule VIII, X, XI, and XXI of the IRR.
- a) if a Bidder:
- i) Withdraws its bid during the period of bid validity specified in ITB Clause 15;
 - ii) Does not accept the correction of errors pursuant to ITB Clause 26.5(b) (arithmetical error);
 - iii) Has a finding against the veracity of any of the documents submitted as stated in ITB Clause 27.2;
 - iv) Submits eligibility requirements containing false information or falsified documents;
 - v) Submits bids that contain false information or falsified documents, or the concealment of such information in the bids to influence the outcome of eligibility screening or any other stage of the public bidding;
 - vi) Allows the use of one's name, or uses the name of another for purposes of public bidding;
 - vii) Refuses to accept an award or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB, Most Economically Advantageous Responsive Bid (MEARB), or Most Advantageous Responsive Bid (MARB);
 - viii) Refuses or fails to post the required performance security within the prescribed time;
 - ix) Refuses to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
 - x) Has any documented attempt by a Bidder to unduly influence the outcome of the bidding in its favor; or
 - xi) Commits other acts that tend to defeat the purpose of the competitive bidding, Competitive Dialogue, Unsolicited Offer with Bid Matching and Limited Source Bidding, such as but not limited to habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.

- b) If a winning Bidder:
 - i) Fails to sign the contract in accordance with ITB Clause 30;
 - ii) Fails to furnish performance security in accordance with ITB Clause 31; or
 - iii) Fails to enter into joint venture after the bid is declared successful, in the case of potential JV partners.

17) Format and Signing of Bids

- 17.1 Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. Philippine Bidding Document Related Forms on or before the deadline specified in ITB Clause 19 in two (2) separate sealed bid envelopes which shall be submitted simultaneously, whether through manual or online submission. The first shall contain the technical component of the bid, including the eligibility requirements under ITB Clause 12, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.
- 17.2 Forms as mentioned in ITB Clause 17.1 must be completed without any alterations to their format. No substitute form shall be accepted.
- 17.3 Each and every page of the Bid Form, including the Price Schedule, under Section VIII hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.
- 17.4 Any insertions, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

18) Sealing and Marking of Bids

- 18.1 Bidders shall enclose their technical documents described in ITB Clause 12 in one sealed envelope marked "TECHNICAL COMPONENT", and the financial component in another sealed envelope marked "FINANCIAL COMPONENT", sealing them all in an outer envelope marked "BID".
- 18.2 The Bid as indicated in the Bidding Documents shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.
- 18.3 All envelopes shall:
 - a) contain the name of the contract to be bid in capital letters;
 - b) bear the name and address of the Bidder in capital letters;
 - c) be addressed to the Procuring Entity's BAC in accordance with ITB Clause 1.1;
 - d) bear the specific identification of this bidding process indicated in the ITB Clause 1.1; and

- e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with ITB Clause 19.
- 18.4 For manually submitted bid envelopes that are not properly sealed and marked, as required in the Bidding Documents, the same shall be accepted; Provided, That the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. On the other hand, unsealed or unmarked bid envelopes, or bids that cannot be opened or corrupted in case of online submission, shall be rejected.

The BAC shall assume no responsibility for misplaced or lost contents of the improperly sealed or marked bid, or for its premature opening.

D. Submission and Opening of Bids

19) Deadline for Submission of Bids

Bids must be received by the Procuring Entity’s BAC at the address indicated in the Invitation to bid, or through the e-bidding facility of the PhilGEPS on or before the date and time indicated in the **BDS**.

20) Late Bids

Bids, including the eligibility requirements, submitted after the deadline shall be rejected by the BAC. The BAC shall record in the Minutes of the Meeting the submission and opening of bids, the Bidder’s name, its representative, and the time the late bid was submitted.

21) Modification and Withdrawal of Bids

21.1 Bidders may modify their bids before the deadline for the submission and receipt of bids.

- a) For manual submission and receipt of bids, the Bidders shall not be allowed to retrieve their original bid but shall only be allowed to submit the bid modification by sending another bid, equally sealed, properly identified, linked to their original bid, marked as a “modification,” thereof, and stamped “received” by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.
- b) For online submission of bids, the Bidders shall not be allowed to retrieve their original Bid, but shall only be allowed to submit the bid modification, send another Bid equally secured, properly identified labelled as a “modification” of the one previously submitted. The time indicated in the latest bid receipt page generated shall be the official time of submission. Bids modification submitted after the applicable deadline shall not be accepted.

21.2 Bidders may withdraw their bids in writing before the deadline for submission and receipt of bids. Withdrawal of bids after the applicable deadline shall be subject to appropriate sanctions as prescribed in the IRR.

Bidders may also express their intention not to participate in the bidding in writing, which should be received by the BAC before the deadline for submission and receipt of bids. Bidders that withdraw their bids shall no longer be allowed to submit another bid for the same contract, directly or indirectly.

- 21.3 No bid may be modified after the deadline for submission and receipt of bids. Further, no bid may be withdrawn in the interval between the deadline for submission and receipt of bids, and the expiration of bid validity specified by the Bidder in the Financial Bid Form. Withdrawal of bid during this interval shall result in the forfeiture of the Bidder's Bid Security pursuant to ITB Clause 16.5, and the imposition of administrative sanctions as prescribed by RA No. 12009, and without prejudice to the imposition of civil and criminal sanctions as provided under applicable laws.
- 21.4 Alternative Bids shall be rejected. For this purpose, Alternative Bid shall pertain to an offer made by a Bidder in addition or as a substitute to its original bid, which may be included as part of its original bid or submitted separately. A bid with options shall likewise be considered an Alternative Bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.
- 21.5 Each Bidder shall submit only one Bid, either individually or as a partner in a JV. Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil and administrative penalties that may be imposed upon the persons and entities concerned.

22) Opening and Preliminary Examination of Bids

- 22.1 The BAC shall open the bids in public, immediately after the deadline for submission and receipt of bids, as specified in the **BDS**. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the submitted Bids and reschedule the opening of Bids on the next working day or at the soonest possible time, through the issuance of a notice of postponement to be posted on the PhilGEPS website and the website of the Procuring Entity concerned.
- 22.2 The manner of opening of the bids for Goods shall depend on the award criterion to be adopted as follows:
 - a) For LCRB and MEARB, the BAC shall open the technical and financial proposals on the same day; and
 - b) For MARB, only the technical proposals shall be opened on the same day while the financial proposals shall remain unopened and shall be kept securely by the BAC until the specified time of their opening as indicated in the **BDS**. Only the financial proposals of the Bidders who have met the highest technical score for MAB shall be opened.
- 22.3 The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of

preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

- 22.4 The Bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids, as read, and the minutes of the bid opening shall be made available to the public, upon written request and payment of a specified fee to recover the cost of materials.
- 22.5 To ensure transparency and accurate representation of the bid submission, the BAC Secretariat, shall notify in writing all Bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The said notice shall be issued within seven (7) calendar days from the date of the bid opening.

E. Evaluation and Comparison of Bids

23) Process to be Confidential

- 23.1 Members of the BAC, its staff and personnel, Secretariat, and TWG, as well as Observers, are prohibited from making or accepting any communication with any Bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in ITB Clause 24.
- 23.2 Any effort by a Bidder to influence the Procuring Entity in its decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the bid.

24) Clarification of Bids

To assist in the evaluation, comparison, and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid that is not in response to the request of the Procuring Entity shall not be considered.

25) Domestic Preference

- 25.1 The Procuring Entity shall give priority and preference to Philippine products and services. The preference and priority for Philippine products shall be guaranteed at all levels of the procurement process, including raw materials, ingredients, supplies, or fixtures.
- 25.2 For a period of ten (10) years from the effectivity of RA No. 11981 or the "*Tatak Pinoy* (Proudly Filipino) Act," and for Philippine products and services in sectors and economic activities covered by the prevailing *Tatak Pinoy* Strategy, the Procuring Entity is mandated to award the contract to the domestic Bidder for Philippine products and services in sectors and economic activities covered by the prevailing *Tatak Pinoy* Strategy (TPS).

Domestic Bidder, for purposes of this provision, refers to any person or entity offering unmanufactured articles, materials, or supplies grown or produced in the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials,

or supplies that are or will be produced or manufactured in the Philippines, as the case may be.

- 25.3 After the said ten-year period, the domestic preference shall be subject to a margin of preference to be determined by the *Tatak Pinoy* Council which shall not be lower than fifteen percent (15%).
- 25.4 For products and services governed by the TPS, the domestic preference in procurement shall be in accordance with the IRR or guidelines issued for the *Tatak Pinoy Act*.
- 25.5 The Procuring Entity shall award the Project to the domestic Bidder if the bid is not more than twenty-five percent (25%) in excess of the lowest foreign bid. The margin of preference provided herein shall be subject to periodic review and adjustment by the GPPB, as may be necessary.
- 25.6 A Domestic Bidder can only claim preference if it secures from the appropriate agency a certification that the articles forming part of its bid are substantially composed of articles, materials, or supplies grown, produced, or manufactured in the Philippines.
- 25.7 The preference herein established may be waived should any of the following conditions be present as provided in the **BDS**:
 - a) Where domestic production is insufficient or unavailable in the required commercial quantities;
 - b) Where the specific or desired quality is not met;
 - c) Where domestic preference will result in inconsistencies with the Philippines' obligations under treaty or international or executive agreements; or
 - d) Other analogous circumstances.

26) Detailed Evaluation and Comparison of Bids

- 26.1 The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Price Schedule.
- 26.2 The Procuring Entity will undertake the detailed evaluation and comparison of the bids which have passed the opening and preliminary examination of bids, pursuant to ITB Clause 22, to determine the Lowest Calculated Bid (LCB), Most Economically Advantageous Bid (MEAB), and Most Advantageous Bid (MAB).
- 26.3 The award criterion shall be determined as follows:
 - a) For LCB
 - i) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
 - ii) The ranking of the total bid prices as so calculated from the lowest to the highest, where the bid with the lowest price shall be identified as the Lowest Calculated Bid.

- b) For MEAB, the BAC shall evaluate the quality and price proposals to determine the Most Economically Advantageous Bid (MEAB) using the following steps:
 - i) The quality proposal together with the price proposal shall be considered in the evaluation of bids. The quality proposals shall be evaluated first using the criteria in the **BDS**. The price proposals of the bids that meet the minimum quality score shall then be opened.
 - ii) The price and quality proposals shall be given corresponding weights with the price proposal given a minimum weight of fifteen percent (15%) up to a maximum of forty percent (40%). The weight of the quality criteria shall be adjusted accordingly such that their total weight in percent together with the weight given to the price proposal shall be equal to one hundred percent (100%).
 - iii) To further promote green public procurement, the sustainability of products, or materials with green specifications shall be given greater weight in the evaluation of bids. As approved by the BAC, the exact weights shall be indicated in the **BDS**. The BAC shall rank the Bidders in descending order based on the combined numerical ratings of their quality and price proposals. The Bidder with the best overall score using the quality-price ratio shall be referred to as the MEAB.
 - iv) The HoPE shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of the results of the evaluation from the BAC.
- c) For MAB
 - i) BAC shall evaluate the quality proposals to determine the MAB using the quality components. The quality components shall be assessed on the basis of the criteria with corresponding numerical weights indicated in the **BDS** to determine the Bidder with the highest technical rating.
 - ii) The second bid envelope of the Bidder obtaining the highest technical rating shall be opened. If the financial proposal is equal to or lower than the ABC, the bid shall be accepted and determined as the MAB; otherwise, the same shall be rejected and the Bidder will be disqualified.

26.4 In order to eliminate bias in evaluating the quality proposals, it is recommended that the highest and lowest scores for each Bidder for each criterion shall not be considered in determining the average scores of the Bidders, except when the evaluation is conducted in a collegial manner.

26.5 The BAC shall immediately conduct a detailed evaluation of all bids using non-discretionary criteria in considering the following:

- a) Completeness of the bid. Unless the **BDS** allows partial bids, bids not addressing or providing all of the required items in the **BDS**, shall be considered non-responsive and, thus, automatically disqualified.

However, when no price or a zero (0) or a dash (-) is indicated in a required item in the bid form, the same shall be construed that it is being offered for free to the Government, except those required by law or regulations to be provided for; and

- b) Arithmetical corrections. The BAC shall apply arithmetical corrections on computational errors and omissions to enable proper comparison of all eligible bids. Bid corrections may also be considered if expressly allowed in the **BDS**. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 26.6 Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the LCB, MEAB, or MAB. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.
- 26.7 The BAC shall evaluate all bids on an equal footing to ensure fair and competitive bid comparison. For this purpose, all Bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties, whichever is applicable, as itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.
- 26.8 If so indicated pursuant to ITB Clause 1.2, bids may be submitted for individual lots or for any combination thereof, provided that all bids and combinations of bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid prices quoted shall correspond to all items specified for each lot and to all quantities specified for each item of a lot. Bid Security as required by ITB Clause 16 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in **BDS** Clause 26.5.
- 26.9 In order to eliminate bias in evaluating the quality proposals, it is recommended that the highest and lowest scores for each Bidder for each criterion shall not be considered in determining the average scores of the Bidders, except when the evaluation is conducted in a collegial manner.

27) Post-Qualification

- 27.1 The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the LCB, MEAB, or MAB as the case may be, complies with and is responsive to all the requirements and conditions specified in ITB Clauses 5, 12.1, and 12.2. The Bidder, within five (5) calendar days from receipt of notice from the BAC that it submitted the LCB, MEAB, or MAB shall submit all the eligibility documents supporting its PhilGEPS Certificate of Registration (Platinum Membership), its latest income and business tax returns filed for the preceding quarter which should not be earlier than two (2) quarters from the date of submission and receipt of bid, and other appropriate licenses and permits required by law and stated in the **BDS**.

- 27.2 Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the Bidder for award; Provided, That in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the Bid Security.
- 27.3 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to ITB Clauses 12.1 and 12.2, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.
- 27.4 If the BAC determines that the Bidder with the LCB, MEAB, or MAB fails to meet the post-qualification criteria, it shall immediately notify the said Bidder in writing of its post-disqualification and the grounds for such determination.
- 27.5 Immediately after the BAC has notified the first Bidder of its post-disqualification, and notwithstanding any pending request for reconsideration thereof, the BAC shall initiate and complete the same post-qualification process on the Bidder with the second LCB, MEAB, or MAB. If the second Bidder passes the post-qualification and the request for reconsideration of the first Bidder has been denied, the second Bidder shall be post-qualified as the Bidder with the LCB, MEAB, or MAB.
- 27.6 If the second Bidder, however, fails the post-qualification, the procedure for post-qualification shall be repeated for the Bidder with the next LCB, MEAB, or MAB—and so on, until the LCRB, MEARB, MARB, as the case may be, is determined for award, subject to the procedure of Notice and Execution of Award.
- 27.7 If the BAC determines that the Bidder with the LCB, MEAB, or MAB passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, MEARB, MARB, SCRB, SEARB, or SARB.
- 27.8 Within a period not exceeding ten (10) calendar days from the determination and declaration through a resolution by the BAC of the LCRB, MEARB, MARB, SCRB, SEARB, or SARB, as the case may be, and the recommendation of the award, the HoPE or its duly authorized representative shall approve or disapprove the said recommendation.
- 27.9 In case of approval, the HoPE or its duly authorized representative shall immediately issue the Notice of Award to the Bidder with the LCRB, MEARB, MARB, SCRB, SEARB, or SARB, as the case may be.

In the event that the approving authority shall disapprove the resolution on the award of the contract, such disapproval shall be based only on valid, reasonable, and justifiable grounds to be expressed in writing. A copy of the decision disapproving the resolution shall be furnished to the BAC and the Bidder.

28) Reservation Clause

- 28.1 Notwithstanding the eligibility or post-qualification of a Bidder and without incurring any liability, the HoPE or its duly authorized representative at any stage of the procurement, reserves the right to review its qualifications, reject

any and all bids, declare a failure of bidding or not award the contract in the following situations:

- a) If it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements.
- b) Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will adversely affect its capability to undertake the Project so that it no longer meets the prescribed eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and disqualify it from participating further in the bidding process or being awarded the contract.

28.2 Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:

- a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the Bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies, or tends to restrict, suppress or nullify competition or influences or tends to influence the bidding process;
- b) If the BAC is found to have failed in complying with the applicable law or in following the prescribed bidding procedures; or
- c) If there are any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the government, in instances where (i) the physical and economic conditions have significantly changed so as to render the Project no longer economically, financially, or technically feasible as determined by the HoPE; (ii) the Project is no longer necessary as determined by the HoPE; and (iii) the source of funds for the Project has been withheld or reduced through no fault of the Procuring Entity.

F. Award of Contract

29) Contract Award

29.1 Subject to ITB Clause 27, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB, MEARB, MARB, SCRB, SEARB, or SARB, as the case may be.

29.2 Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB, MEARB, MARB,

SCRB, SEARB, or SARB, as applicable and submitted personally or sent by registered mail or electronically to the Procuring Entity.

29.3 Within ten (10) calendar days from receipt by the winning Bidder of the Notice of Award, the following conditions should be complied with before the contract may be awarded:

- a) Submission of the following documents:
 - i) Valid JVA, if applicable; or
 - ii) The SEC Certificate of Registration of the foreign corporation, if applicable.
- b) Posting of the performance security in accordance with ITB Clause 31; and
- c) Signing of the contract as provided in ITB Clause 30.

29.4 At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in **Error! Reference source not found.**

30) Signing of the Contract

30.1 Within ten (10) calendar days from receipt of the Notice of Award, the winning Bidder shall (i) post the required performance security, sign and date the contract, and return it to the Procuring Entity.

30.2 The Procuring Entity shall enter into a contract with the successful Bidder within the same ten (10) calendar day period, provided that all the documentary requirements are complied with.

30.3 The following documents shall form part of the contract:

- a) Contract Agreement;
- b) Bidding Documents;
- c) Winning Bidder's bid, including the technical and financial proposals, and all other documents/statements submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
- d) Performance Security; Not applicable
- e) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

31) Performance Security

31.1 To guarantee the faithful performance of its obligations under the contract, the winning Bidder shall post a performance security prior to the signing of the

contract. Furthermore, the successful Bidder shall be required to update the performance security posted before the issuance of an amendment to order if any.

31.2 Sectors enumerated under Section 76.1² of the IRR may be allowed to post a Performance Securing Declaration (PSD) as specified in the **BDS**.

31.3 The performance security shall be in any form selected by the Procuring Entity in the amount indicated in the **BDS**, which shall not be less than the percentage of the ABC in accordance with the following price schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
a) Cash or Cashier's or Manager's check issued by a bank. <i>For biddings conducted by LGUs, the Cashier's or Manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	Five percent (5%)
b) Bank draft or guarantee or irrevocable Letter of Credit issued by a local bank. If issued by a foreign bank, it shall be confirmed or authenticated by a local bank.	
c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the IC as authorized to issue such security.	Thirty Percent (30%)

31.4 The performance security shall be denominated in Philippine Peso and posted in favor of the Procuring Entity, which shall be forfeited in the event it is established that the winning Bidder is in default in any of its obligations under the contract.

² Section 76.1 The GPPB, once data is available from relevant agencies, shall maintain a registry of entities belonging to the following sectors:

- a) Farmers, as certified by the Department of Agriculture (DA);
- b) Fisherfolk as certified by the Bureau of Fisheries and Aquatic Resources (BFAR);
- c) Persons with disabilities as certified by the National Council for Disability Affairs (NCDA) pursuant to RA No. 7277, otherwise known as the Magna Carta for Disabled Persons, as amended;
- d) Solo parents as certified by the Department of Social Welfare and Development (DSWD);
- e) Microenterprises and social enterprises as certified by the MSMED Council;
- f) Startups, Spin-offs, and other forms of entity involved in Science, Technology, and Innovation (DOST), as may be applicable;
- g) Cooperatives duly registered with the CDA pursuant to RA No. 6938, otherwise known as the Cooperative Code of the Philippines, as amended; and
- h) Other relevant sectors as may be determined by the GPPB to ensure inclusivity and diversity in the procurement process.

32) Notice to Proceed

The Procuring Entity shall issue the Notice to Proceed to the winning Bidder not later than three (3) calendar days from the date of approval of the contract by the appropriate signatories. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

33) Protest Mechanism

Decisions of the BAC in all stages of procurement may be protested to the HoPE in accordance with Section 83 of the IRR.

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

Section III is intended to assist the Procuring Entity in providing specific information relative to corresponding clauses in the ITB included in Section II, and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS the information and requirements relevant to the circumstances of the Procuring Entity; including the procurement processing details; the applicable rules regarding bid price and currency; and the bid evaluation criteria that will apply to the bids. In preparing Section III, the following aspects should be checked:

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

Bid Data Sheet

The following specific parameters shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in the ITB.

ITB Clause	Specific Details and Modifications
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. Provision of Health Maintenance Organization (HMO) Services covering inpatient, outpatient, emergency, and preventative care.</p> <p>b. Completed within three (3) years prior to the deadline for the submission and receipt of bids.</p>
12.1	<p>In strict compliance with Section 82 of the RA 12009 IRR, all corporate Bidders must submit their latest General Information Sheet (GIS) reflecting Beneficial Ownership Information, duly filed with and stamped received by the Securities and Exchange Commission (SEC).</p> <p>This GIS submission is a mandatory eligibility requirement alongside the updated PhilGEPS Certificate of Registration (Platinum Membership). Failure to accurately disclose beneficial ownership will result in automatic disqualification and potential blacklisting.</p>
14.2	<p>The price of the Goods and Services shall be quoted Delivery Duty Paid (DDP) in the Philippines, or the applicable International Commercial Terms (INCOTERMS) for this Project.</p>
15.1	<p>Bids shall remain valid for one hundred twenty (120) calendar days from the date of the opening of bids.</p>
16.1	<p>The Bid Security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> 1. The amount of not less than Php 97,580.00 (2% of ABC), if bid security is in cash, cashier's/manager's check, 2. bank draft/guarantee or irrevocable letter of credit; or The amount of not less than Php 243,950.00 (5% of ABC), if bid security is in Surety Bond callable upon

	<p>demand issued by a surety or insurance company duly certified by the Insurance Commission.</p> <p>3. Bid securing declaration</p>
25.2	<p>Domestic Preference (Tatak Pinoy Act):</p> <p>A margin of preference of twenty-five percent (25%) shall be applied to domestic bidders in accordance with Republic Act No. 11981 and Section 79.5 of the RA 12009 IRR. Bidders claiming domestic preference must submit a valid certification from the DTI or appropriate agency confirming their status.</p>
26.2	<p>Award Criterion:</p> <p>The project shall be awarded using the Most Economically Advantageous Responsive Bid (MEARB) in accordance with Section 61.3 of the RA 12009 IRR.</p> <p>The Quality-Price Ratio allocated is 80% (Technical/Quality component) and 20% (Financial component).</p> <p>The 80% Technical/Quality Component shall be scored based on the following weighted criteria:</p> <ul style="list-style-type: none"> - Accredited Medical Network Density (30%) - Coverage Inclusions & Flexibility of Php 75,000 MBL (25%) - Service Level Agreements and Turnaround Time (15%) - Value-Added Preventative Care Depth (10%)
27.2	<p>Post-Qualification Requirements:</p> <p>Within five (5) calendar days from receipt of notice from the BAC that the bidder has the MEAB, the bidder must submit the following:</p> <ol style="list-style-type: none"> 1. Valid License to Operate or Certification from the Insurance Commission (IC) allowing it to provide HMO/Health Programs.

	<p>2. Certificates of Good Standing or active affiliation contracts with the mandated major tertiary hospitals (Asian Hospital, Makati Medical Center, St. Luke's QC/Taguig, The Medical City, Cardinal Santos, Manila Doctors, Capitol Medical Center).</p> <p>3. Latest income and business tax returns filed through the BIR Electronic Filing and Payment System (eFPS).</p> <p>4. Computed Net Financial Contracting Capacity (NFCC) or committed Line of Credit proving the capacity to sustain the Php 4,879,000.00 operational cash flow.</p>
<p>29.2</p>	<p>Additional SLA Contract Conditions:</p> <p>The ensuing contract will incorporate specific Service Level Agreements including:</p> <ul style="list-style-type: none"> - Waiver of ID Processing, Enrollment, and Correction Fees. - Mandatory reimbursement up to 100% for emergency expenses in non-accredited geographical areas. - Non-refundable conditions upon utilization, subject to the tiered refund schedule for cancellations.

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The GCC in Section IV, read in conjunction with the SCC in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

The GCC herein shall not be altered. Any changes and complementary information which may be needed shall be introduced only through the SCC in Section V.

Specific Details and Modifications	
1.1(g)	The Procuring Entity is UCPB Savings Bank.
1.1(i)	The Supplier is.
1.1(j)	The Funding Source is the Government of the Philippines (GoP) through the 2025-2026 PPMP in the amount of Php 4,879,000.00.
1.1(k)	The Project Site is UCPB Savings Bank, 7th Floor Robinsons Cybergate Magnolia, Aurora Blvd cor. Doña Hemedey St., New Manila, Quezon City.
5.1	<p>The Procuring Entity's address for Notices is:</p> <p>Christopher L. Suntay</p> <p>BAC Secretariat, UCPB Savings, Inc.</p> <p>Email: bacsecretariat@ucpbsavings.com</p>
6.2	<p>Scope of Contract and Delivery of Services:</p> <p>The delivery of the HMO coverage shall commence upon receipt of the Notice to Proceed (NTP) for a period of exactly one (1) year (May 01, 2026 to April 30, 2027).</p> <p>Incidental Services and SLAs:</p>

	<p>1. Liaison: The Supplier shall designate a dedicated Coordinator/Liaison Officer for UCPBS to facilitate expedient availment of medical services.</p> <p>2. Reporting: The Supplier must strictly submit signed Monthly Utilization Reports by the first week of the following month.</p> <p>3. Orientation: The Supplier shall provide comprehensive orientation sessions and written materials covering inclusions, exclusions, and availment procedures.</p> <p>4. Data Privacy: The Supplier must strictly adhere to the Data Privacy Act of 2012 (RA 10173). All medical records, utilization data, and personal employee information must be treated with absolute confidentiality and shall not be disclosed outside the performance of this Contract.</p>
<p>10.2</p>	<p>Advance Payment:</p> <p>No advance payment is allowed for this procurement.</p>
<p>11.2</p>	<p>Terms of Payment:</p> <p>Payment shall be processed within forty-five (45) banking days upon full completion of enrollment, delivery of all Membership ID Cards, and receipt of the final billing invoice.</p> <p>Refund Schedule for Cancellations:</p> <p>Should the membership be cancelled, the following refund schedule applies to the paid Annual Membership Fees:</p> <p>* Less than 1 month: 80% refund</p>

	<p>* More than 1 month but less than 2 months: 70% refund</p> <p>* At least 2 months but less than 3 months: 55% refund</p> <p>* At least 3 months but less than 6 months: 40% refund</p> <p>* 6 months or more: No Refund (0%)</p> <p>Conditions: No refund applies if there has been any utilization by the member, if membership has been in effect for at least 6 months, or if the total number of Principal Members falls below the 697 baseline.</p>
<p>19.1</p>	<p>Liquidated Damages:</p> <p>The standard penalty of one-tenth (1/10) of one percent (1%) of the cost of the delayed goods per day of delay shall apply to the late delivery of the physical/digital Membership ID Cards. Furthermore, unjustifiable delays in the issuance of Letters of Authorization (LOAs) for emergency procedures that result in out-of-pocket expenses for the employee shall require direct 100% reimbursement by the Supplier.</p>

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1) General Terms

In this Contract, the following terms shall be interpreted as indicated:

- a) "The Procuring Entity" means the organization purchasing the Goods, as named in the **SCC**.
- b) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the **SCC**.
- c) The "Funding Source" means the organization named in the **SCC**.
- d) "The Project Site," where applicable, means the place or places named in the **SCC**.

2) Corrupt, Fraudulent, Collusive, and Coercive Practices

Unless otherwise provided in the **SCC**, the Procuring Entity as well as the Bidders, Contractors, or Suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. Further the Funding Source, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in ITB Clause 3.1(a).

3) Inspection and Audit by the Funding Source

The Supplier shall allow the Funding Source to inspect its accounts and records related to the performance of its obligations. If the Funding Source requires a separate audit, it shall appoint its auditor and bear the cost thereof.

4) Governing Law and Language

This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

5) Notices

Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail or electronic mail, to such Party at the address specified in the SCC, which shall be effective when delivered and duly received, as may be applicable.

6) Scope of Contract

The Goods to be provided shall be as specified in Section VI (Schedule of Requirements). 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. Any additional requirements for the completion of this Contract shall be provided in the SCC.

7) Subcontracting

The subcontracted portion of the contract shall be subject to the approval of the HoPE. The subcontracted portion shall not exceed twenty percent (20%) for Goods, or a different percentage on a per project basis, as approved by the GPPB. The general contractor shall remain liable for the subcontractor's actions, defaults, delays, and negligence.

8) Procuring Entity's Responsibilities

Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity may assist the Supplier in complying with such requirements in a timely and expeditious manner.

9) Prices

For goods and services covered under this Contract, as awarded, all bid prices shall be deemed fixed and not subject to price escalation during contract implementation, except as otherwise provided in the succeeding provisions

10) Advance Payment

Advance payment not exceeding fifteen percent (15%) of the contract amount shall be allowed and paid to the Supplier within sixty (60) calendar days from the signing of the contract upon submission of an irrevocable Letter of Credit (LoC) or bank guarantee issued by local bank.

11) Payment

Payments shall be made only upon a certification by the HoPE that the Goods have been delivered in accordance with the terms of this Contract and have been duly inspected and accepted. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services rendered.

12) Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license and permit fees, and other such levies imposed for the completion of this Contract.

13) Performance Security

Within ten (10) calendar days from receipt of the Notice of Award 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. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.

14) Use of Contract Documents and Information

The Supplier shall not, without the Procuring Entity’s prior written consent, disclose this Contract or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity, except for purposes of performing the obligations therein.

15) Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VI. Schedule of Requirements

Notes on the Special Conditions of Contract

The delivery schedule, expressed in weeks or months, indicates the required delivery date which shall be understood as the date the Goods are to be delivered to the project site.

ITEM	DESCRIPTION	Quantity	Delivered Weeks/Months
1	Health Care Plan Coverage, Benefits, and Services as defined in Section VII – Technical Specifications containing the Terms of Reference	For each of the enrolled members	Within seven (7) days from receipt of Notice to Proceed
2	Distribution of Health Cards for each member	1 lot	Within thirty (30) days from receipt of Notice to Proceed

3	HMO shall provide an orientation and written materials on use, coverage, exclusions and procedure for availment.	1 lot	Within thirty (30) days from receipt of Notice to Proceed
4	Utilization Report (XIII.2 of the Terms of Reference)	12 reports	submitted every first week of the following month

Section VII. Technical Specifications. When no applicable standard is mentioned, the Goods shall comply with the latest authoritative standards appropriate to its country of origin.

16) 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 Contract specifications at no extra cost to the Procuring Entity. The SCC and Section VII. Technical Specifications shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted.

17) Warranty

The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and with all recent improvements in design and materials. To ensure correction of manufacturing defects, the Supplier shall be required to provide a warranty for a minimum period specified in the SCC.

18) Delays in the Supplier's Performance

Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity. If the Supplier encounters conditions that may impede the timely delivery, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s).

19) Liquidated Damages

When the Supplier fails to satisfactorily deliver the Goods under the contract within the specified delivery schedule, the Supplier shall be liable for liquidated damages in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted.

20) Settlement of Disputes

Any dispute arising from the implementation of a contract covered by the Act and the IRR shall primarily be resolved and settled amicably by mutual consultation or agreement. In case of failure to settle dispute amicably, the parties may mutually agree in writing to resort to other modes of alternative dispute resolution (ADR) in accordance with the provisions of RA No. 9285.

21) Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC. Except in cases of criminal negligence or willful misconduct, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price.

22) Termination for Breach of Contract

The Procuring Entity may terminate for breach of contract when the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, and such failure amounts to at least ten percent (10%) of the contract price.

23) Termination Due to Force Majeure

The Procuring Entity may terminate the contract and impose liquidated damages when, as a result of force majeure, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days.

24) Termination for Convenience

The Procuring Entity may terminate the Contract, in whole or in part, at any time, if it has determined the existence of conditions that make contract implementation economically, financially, or technically impractical or unnecessary, such as fortuitous events or changes in laws and government policies.

25) Termination for Unlawful Acts

The Procuring Entity may terminate this Contract in case it is determined prima facie that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, including corrupt, fraudulent, collusive, and coercive practices.

26) Procedures for Termination of Contracts

Upon receipt of a written report of acts or causes which may constitute grounds for termination, the End-User or Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such grounds and cause the execution of a Verified Report. The HoPE shall terminate contracts only by written notice to the supplier conveying the termination of the contract.

27) Assignment of Rights

The Supplier shall not assign its rights or obligations under this Contract, in whole or in part, except upon prior written consent of the Procuring Entity.

28) Amendment to Order

No variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties in accordance with the provisions on Amendment to Order, subject to applicable laws, rules and regulations.

29) Application

These General Conditions shall apply to the extent that they are not suspended by the provisions from other parts of this Contract.

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.

The provisions of this Section 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 Section IV must be incorporated.
- b) Amendments and/or supplements to provisions of Section IV, 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 Section IV should be incorporated herein.

Section VI. Schedule of Requirements

Notes on the Special Conditions of Contract

The delivery schedule, expressed in weeks or months, indicates the required delivery date which shall be understood as the date the Goods are to be delivered to the project site.

ITEM	DESCRIPTION	Quantity	Delivered Weeks/Months
1	Health Care Plan Coverage, Benefits, and Services as defined in Section VII – Technical Specifications containing the Terms of Reference	For each of the enrolled members	Within seven (7) days from receipt of Notice to Proceed
2	Distribution of Health Cards for each member	1 lot	Within thirty (30) days from receipt of Notice to Proceed

3	HMO shall provide an orientation and written materials on use, coverage, exclusions and procedure for availment.	1 lot	Within thirty (30) days from receipt of Notice to Proceed
4	Utilization Report (XIII.2 of the Terms of Reference)	12 reports	submitted every first week of the following month

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) 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.

Prudence must be exercised 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 shall not be allowed except for reasons of technical compatibility, interoperability, servicing, maintenance, or preservation of supplier warranty in order to keep the performance, functionality, and useful life of the equipment, in which case, the Procuring Entity shall indicate the reasons or justifications for availing of the exception as part of the Technical Specifications, Scope of Work, or Terms of Reference, as the case may be.

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.

Item #	TERMS OF REFERENCE
I.	Minimum Qualifications of the Bidder
1	Prospective bidder (also called HMO) must present a duly issued License to Operate or Certification authorizing or allowing it to provide an HMO Program or Health Program or any similar program from the Insurance Commission.
2	<p>1. Prospective bidder must be in good standing in all affiliated hospitals nationwide including but not limited to the following tertiary hospitals and their extension clinics:</p> <ul style="list-style-type: none"> a. Asian Hospital and Medical Center; b. Makati Medical Center; c. St. Luke’s Medical Center (Quezon City) d. St. Luke’s Medical Center (Taguig City) e. The Medical City (Ortigas); f. Cardinal Santos Medical Center; g. Manila Doctor’s Hospital; and h. Capitol Medical Center; <p>2. Prospective bidder with nearby accredited hospitals and clinics to all UCPBS Branches.</p>
3	Prospective bidder must be able to provide the minimum Benefits and Coverage Provisions provided hereunder.
II.	Coverage Period
1	The coverage period shall be one (1) year from May 01, 2026 to April 30, 2027 or shall commence upon receipt of NTP (Notice to Proceed).
III.	Premium and Payment
1	<ul style="list-style-type: none"> • The HMO shall provide for single premium rate for each employee member. • As of to date, 697 employees shall be enrolled. • Additional associate to be enrolled up to 822 during the contract period. • UCPBS HMO Program for UCPBS Employees.
2	<p>The UCPBS shall pay the premium in the total amount of Php 7,000.00 (inclusive of all taxes) per qualified employee.</p> <ul style="list-style-type: none"> • Number of employees for enrollment 697 • Approved Budget for the Contract (ABC) of P4,879,000.00 (Four Million Eight Hundred Seventy-Nine Thousand Pesos only) inclusive of all taxes.

	<ul style="list-style-type: none"> The premium cost for the additional qualified associates over and above the ABC be billed separately and apply the same cost per qualified enrollee as quoted during the bid. 								
3	<table border="1"> <tr> <td colspan="2" data-bbox="277 421 938 591" style="text-align: center;">Room and Board</td> <td data-bbox="938 421 1375 591" style="text-align: center;">Maximum Benefit Limit/ MBL</td> </tr> <tr> <td data-bbox="277 591 657 801" style="text-align: center;">Semi Private</td> <td data-bbox="657 591 938 801" style="text-align: center;">800</td> <td data-bbox="938 591 1375 801" style="text-align: center;">75k/illness/member/year with access to major hospitals</td> </tr> </table>			Room and Board		Maximum Benefit Limit/ MBL	Semi Private	800	75k/illness/member/year with access to major hospitals
Room and Board		Maximum Benefit Limit/ MBL							
Semi Private	800	75k/illness/member/year with access to major hospitals							
4	<p>Upon request, individual employees may choose to upgrade the HMO plan for enhanced benefits coverage, any additional cost shall be billed separately and to be settled through salary deduction.</p>								
5	<p>Upon full completion of enrollment and delivery of ID Cards for all UCPBS Qualified Employees, the UCPBS shall process the payment within 45 banking days upon receipt of the invoice.</p>								
6	<p>Principal/Employee may add dependent/s with the same rate and benefit package quoted during the bid.</p>								

7	<p>Refund of unused membership fee:</p> <table border="0" data-bbox="288 264 1348 560"> <thead> <tr> <th data-bbox="288 264 965 358">If the Agreement/Membership has been in force for the following periods at the time of cancellation, the corresponding refund percentage shall apply</th> <th data-bbox="1007 264 1348 358">Percent of refund from the paid Annual Membership Fees</th> </tr> </thead> <tbody> <tr> <td data-bbox="288 405 965 434">less than one (1) month</td> <td data-bbox="1147 405 1203 434">80%</td> </tr> <tr> <td data-bbox="288 434 965 463">More than one (1) month but less than two (2) months</td> <td data-bbox="1147 434 1203 463">70%</td> </tr> <tr> <td data-bbox="288 463 965 492">At least two (2) months but less than three (3) months</td> <td data-bbox="1147 463 1203 492">55%</td> </tr> <tr> <td data-bbox="288 492 965 521">At least three (3) months but less than six (6) months</td> <td data-bbox="1147 492 1203 521">40%</td> </tr> <tr> <td data-bbox="288 521 965 551">More than Six (6) months</td> <td data-bbox="1166 521 1184 551">0</td> </tr> </tbody> </table> <p>Notes:</p> <ul style="list-style-type: none"> <input type="checkbox"/> No refund if there is any utilization by the member concerned. <input type="checkbox"/> No refund if membership has been in effect for at least six (6) months. <input type="checkbox"/> No refund if total number of Principal Members falls below the minimum membership requirement. <input type="checkbox"/> No refund shall apply to all dependents enrolled under an employee's coverage. 	If the Agreement/Membership has been in force for the following periods at the time of cancellation, the corresponding refund percentage shall apply	Percent of refund from the paid Annual Membership Fees	less than one (1) month	80%	More than one (1) month but less than two (2) months	70%	At least two (2) months but less than three (3) months	55%	At least three (3) months but less than six (6) months	40%	More than Six (6) months	0
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At least three (3) months but less than six (6) months	40%												
More than Six (6) months	0												
IV.	Membership Eligibility												
1	Membership to the HMO Program is for all UCPBS employees duly endorsed by HRD.												
2	Addition and Cancellation of Membership to conditions mutually agreed upon by the HMO and UCPBS.												
V.	Maximum Benefits Limit												
1	To cover Preventive Care, Emergency Case, Outpatient, Inpatient and Dental Care for UCPBS Employees.												
VI.	Minimum Benefits												
1	<p>Preventive Care</p> <p>ANNUAL PHYSICAL EXAM:</p> <ol style="list-style-type: none"> 1. Routine Check Up 2. Physical Examination and History Taking 3. Complete Blood Count 4. Urinalysis 5. Fecalalysis 6. Chest X-ray 7. Electrocardiogram (ECG) covered for 35 years old and above 8. Pap Smear covered for 35 years old and above 9. Eye examination/eye refraction test 10. Fasting blood sugar (FBS) 30 years old and above 11. Lipid profile (HDL, LDL, VLDL) 30 years old and above 12. Cholesterol for 30 years old and above 13. Triglycerides for 30 years old and above 14. Serum Glutamic-Oxaloacetic Transaminase (SGOT) for 30 years old and above 15. Serum Glutamic Pyruvic Transaminase (SGPT) for 30 years old and above 												

- 16. Blood Urea Nitrogen (BUN) for 30 years old and above
- 17. Creatinine for 30 years old and above
- 18. Uric Acid for 30 years old and above
- 19. Thyroid Tests including Total/Free Thyroxine (TSH, T3, FT4)
- 20. Sodium for 30 years old and above
- 21. Potassium for 30 years old and above

EXECUTIVE CHECK UP (Senior Officers)

- 1. Routine Check Up
- 2. Physical Examination and History Taking
- 3. Complete Blood Count
- 4. Urinalysis
- 5. Fecalysis
- 6. Chest X-ray
- 7. Electrocardiogram (ECG) covered for 35 years old and above
- 8. Pap Smear covered for 35 years old and above
- 9. Eye examination/eye refraction test
- 10. Fasting blood sugar (FBS)
- 11. Lipid profile (HDL, LDL, VLDL)
- 12. Cholesterol
- 13. Triglycerides
- 14. Serum Glutamic-Oxaloacetic Transaminase (SGOT)
- 15. Serum Glutamic Pyruvic Transaminase (SGPT)
- 16. Blood Urea Nitrogen (BUN)
- 17. Creatinine
- 18. Uric Acid
- 19. Thyroid Tests including Total/Free Thyroxine (TSH, T3, FT4)
- 20. Whole abdomen ultrasound
- 21. Prostate Specific Antigen (male)
- 22. Treadmill stress test
- 23. Breast Ultrasound (female)
- 24. Papsmear (female)
- 25. CA125 (female)
- 26. Sodium
- 27. Potassium

- 2 Out-Patient Care Benefits**
- 1. To arrange Out-patient care services within Accredited Clinics and Hospitals for all UCPBS Employees subject to the following terms and conditions under this program.
 - 2. The following Out-patient Services will be provided to UCPBS Employees in any accredited hospital and/or clinic.

1. Medical consultation during regular clinic hours, excluding prescribed medicines;	Covered
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	2. Emergency room care;	Covered	
	3. Referral to accredited specialist/s;	Covered	
	4. Eye, Ear, Nose and Throat consultations;	Covered	
	5. Treatment of minor injuries or illness (including ATS and Toxoid vaccines if indicates);	Covered	
	<p>6. Laboratory tests, x-rays, and other diagnostic examinations prescribed by the doctor;</p> <p>7. Blood Chemistries, Complete Blood Count (CBC), Diagnostic Radiographs, Face (including sinuses), Head and Neck</p> <p>8. X-ray of the spine (cervical, thoracic, lumbosacral) Chest, ribs, sternum and clavicle,</p> <p>Biliary tract: Cholecystogram and Cholangiograms</p> <p>Digestive: Plain film of the abdomen, Barium Enema, Upper GI Series, Lower GI Series</p> <p>Urinary: KUB Pyelograms and cystograms</p> <p>X-ray of the extremities and pelvis</p> <p>9. Electroencephalogram</p> <p>10. 12 Lead Electrocardiogram</p> <p>11. TMST-Treadmill Stress Test</p>	Covered	

	<p>12. Pap smear</p> <p>13. Urinalysis</p> <p>14. Fecalalysis</p> <p>15. Minor surgery not requiring confinement;</p> <p>16. Pre-natal and post-natal consultations excluding laboratory examinations.</p>																		
3	<p>In-Patient Care Benefits To arrange In-patient care services within Clinic and Accredited Hospitals for all UCPBS Employees subject to the following terms and conditions under.</p> <p>1. TREATMENT/IN-PATIENT CARE (Non-emergency). The following hospitalization (In-patient) services will apply when an accredited doctor prescribes the hospitalization of the principal member is in any Accredited Hospital:</p> <table border="1" data-bbox="338 1012 1190 1935"> <tr> <td>1. Room and Board benefits specified in schedule per category;</td> <td>Covered</td> </tr> <tr> <td>2. Use of operating room and recovery room facilities;</td> <td>Covered</td> </tr> <tr> <td>3. Professional services of all attending accredited specialists;</td> <td>Covered</td> </tr> <tr> <td>4. Anesthesia and medications</td> <td>Covered</td> </tr> <tr> <td>5. Blood transfusion and intravenous fluids;</td> <td>Covered</td> </tr> <tr> <td>6. Human blood products (e.g. platelets, packed RBC) and its processing/screening except gamma globulin;</td> <td>Covered up to Dreaded Disease Limit</td> </tr> <tr> <td>7. Laboratory tests, x-rays, and other diagnostic examinations;</td> <td>Covered</td> </tr> <tr> <td>8. Administered medicines;</td> <td>Covered</td> </tr> </table>			1. Room and Board benefits specified in schedule per category;	Covered	2. Use of operating room and recovery room facilities;	Covered	3. Professional services of all attending accredited specialists;	Covered	4. Anesthesia and medications	Covered	5. Blood transfusion and intravenous fluids;	Covered	6. Human blood products (e.g. platelets, packed RBC) and its processing/screening except gamma globulin;	Covered up to Dreaded Disease Limit	7. Laboratory tests, x-rays, and other diagnostic examinations;	Covered	8. Administered medicines;	Covered
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7. Laboratory tests, x-rays, and other diagnostic examinations;	Covered																		
8. Administered medicines;	Covered																		

9. Admission kit including ice cap/wee bag;	Covered
10. Dressing, plaster casts, sutures and other items directly related to the medical management of the patient;	Covered
11. ICU confinement is covered up to Pre -existing Condition Limit;	Covered
12. Ambulance service (hospital transfer);	Covered up to three thousand pesos (Php 3,000.00) per member/year
13. Assistance in administrative requirements through the liason officer; and	Covered
14. All other hospital charges deemed necessary by HMO Accredited/affiliated Doctor in the treatment of the patient.	Covered

2. TREATMENT/IN-PATIENT CARE (Emergency). When the principal member is under emergency care services at the emergency room of Accredited hospital or clinic, the following are provided:

1. Accredited/Affiliated Doctor's services;	Covered
2. Medicines administered during treatment, or for immediate relief;	Covered
3. Oxygen and Intravenous fluids;	Covered
4. Dressings, plaster casts, and sutures;	Covered
5. Laboratory tests, x-rays, and other diagnostic examinations directly related to the emergency management of the patient.	Covered

4 Dental Benefits

	<ol style="list-style-type: none"> 1. Oral prophylaxis 2. Orthodontic consultation (braces and malposition of teeth) 3. Emergency dental treatment for the relief of pain w/o any other dental procedures 4. Simple extraction of unsavable tooth- up to two (2) teeth per year w/o any other dental procedures 5. Permanent fillings- up to two (2) teeth per member /year. 						
5	<p>Special diagnostic procedures, modalities, therapeutic procedures and other benefits The following shall be covered, in an out-patient basis, up to Php5,000.00 per member per year:</p> <ol style="list-style-type: none"> 1. Angiography 2. Myelogram 3. Pulmonary perfusion and ventilation scan 4. 24-hour Holter monitoring 5. 2D echo/trans-esophageal echocardiography, venous/arterial duplex/Doppler studies, etc. 6. Treadmill stress test/Thallium Stress test 7. Imaging studies including Computerize Tomography (CTScan) Magnetic Resonance Imaging (MRI) and Neuro scan 8. All tumor markers 9. ENT procedures 10. Radiographic studies requiring the use of contrast media 11. Diagnostic procedures requiring the use of operating room 12. Physical therapy 						
6	<p>Pre-Existing Illness</p> <ol style="list-style-type: none"> 1. Pre-existing illness are medical conditions present upon the effective date of coverage for which a prior consultation and treatment has already been sought by and evident to the member, or the pathogenesis of the illness has started whether or not the member is aware of it. 2. All illness, injury or any adverse medical conditions that are considered pre-existing, whether dreaded or non-dreaded, shall be covered up to maximum benefits limit. 						
VII.	<p>General Limitations (For In-Patient and Out-Patient cases) If the following procedures are required, these limits will apply, inclusive of room and board, operating room charge, professional fees and other incidental expense relative to the procedure, provided it is deemed necessary.</p> <table border="1" style="width: 100%;"> <tr> <td>1. Dialysis</td> <td>Maximum benefit limit</td> </tr> <tr> <td>2. Chemotherapy/ Radiotherapy</td> <td>Maximum benefit limit</td> </tr> <tr> <td>3. CT Scan</td> <td>Covered up to 5,000</td> </tr> </table>	1. Dialysis	Maximum benefit limit	2. Chemotherapy/ Radiotherapy	Maximum benefit limit	3. CT Scan	Covered up to 5,000
1. Dialysis	Maximum benefit limit						
2. Chemotherapy/ Radiotherapy	Maximum benefit limit						
3. CT Scan	Covered up to 5,000						

	4. Ultrasound (except for maternity cases)	Covered up to 5,000
	5. Angiography (e.g. coronary, cerebral, retinal, pulmonary, GT, etc.)	Covered up to 5,000
	6. Benign Prostatic Hypertrophy	Covered up to 5,000
	7. 2D-Echo with Doppler	Covered up to 5,000
	8. 24-Hour Holter Monitoring	Covered up to 5,000
	9. Herniorrhaphy	Covered up to 5,000
	10. Electromyography	Covered up to 5,000
	11. Treadmill Stress Test	Covered up to 5,000
	12. Endoscopy including one of video	Covered up to 5,000
	13. Orthopedic arthroscopy	Covered up to 5,000
	14. Video Gastroscopy	Covered up to 5,000
	15. Mammography/Sonomammogram	Covered up to 5,000
	16. Radioactive iodine therapy	Covered up to 5,000
	17. Magnetic Resonance Imaging (MRI)	Covered up to 5,000
	18. Pulmonary Perfusion Scan	Covered up to 5,000
	19. Cobalt and radiation therapy	Covered up to 5,000
	20. Myelogram	Covered up to 5,000
	21. Lithotripsy	Covered up to 50,000 /member/year
	22. Laparoscopic surgery	Covered up to 50,000 /member/year
VIII.	Membership Card 1. ID Processing and Enrollment Fee is waived 2. Card Replacement Fee for corrections is waived	

	3. Card Replacement Fee for lost cards is charged to Member in the amount of up to PHP 200.00
IX.	Orientation 1. HMO shall provide an orientation on coverage, exclusions and procedure for availment. 2. HMO shall provide written materials on coverage, exclusions and procedure for availment.
X.	Philhealth Benefits Hospitalization benefits due under the HMO Program are inclusive of Philhealth coverage.
XII.	Accreditation of Clinics and/or Doctors 1. The HMO shall accredit additional clinics and/or doctors at the request if the UCPBS subject to the HMO's standard requirements and procedures on accreditation of clinics or doctors. 2. UCPBS reserves the right to request preferred physician/ hospital/ clinics for accreditation. Provided, however, that in the event that the designated physician/hospitals/clinics refuse accreditation, the HMO shall be excused from complying with this provision.
XIII.	Others 1. The UCPBS shall oversee the implementation of the HMO Program and monitoring compliance of the HMO in accordance with the provisions of the TOR/Contract. 2. The HMO shall be required to strictly submit to the Human Resources Department the prescribed and officially signed Monthly Utilization Reports to be submitted every first week of the following month. 3. The HMO shall officially request for a certified and updated Master List of UCPBS employees from the Human Resources Department from the date of the Notice to Proceed (NTP). 4. In the implementation of the contract, the medical records and utilization reports, including raw utilization data, name, addresses, telephone numbers, identification numbers, dates of birth, and other personal and confidential information pertaining to UCPBS Employee members obtained by or given to the HMO or its agents and subcontractors shall be treated with full CONFIDENTIALITY. 5. The HMO shall not use or disclose such confidential information, or any part thereof, in any manner other than is necessary to perform its obligations under the TOR or Contract or as required by law. 6. In the event that a member's medical/surgical expenses exceed the maximum benefit limit, the excess amount shall be shouldered by the member concerned. 7. In areas where there are no accredited hospitals or clinics, members may reimburse outpatient and inpatient expenses up to 100% of the total hospital bill.

XIV.	HMO Liaison Officer and Medical Officer The HMO shall designate a coordinator/ contact person/ liaison officer whom the UCPBS and principal members can contact to assist and facilitate the expedient availment of medical services and answer other HMO related concerns.
XV.	Evaluation
1	The UCPBS reverses the right to reject any or all proposals, or to waive any defect or informality thereon or minor deviations, which do not affect the substance and validity of any or all the proposals.
2	The UCPBS reverses the right to reject the proposal of any proponent who: <ol style="list-style-type: none"> 1. Does not offer the required services as provided in this Terms of Reference; 2. Is discovered to have suppressed, disclosed or falsified information; 3. Failed to satisfactorily perform/ complete any contract previously taken.
3	The UCPBS reserves the right to review other relevant information affecting the proponent or the proposal before the approval of the contract, should such review uncover any misrepresentation made in the proposal documents, or any change in the situation of the proponent which affects the substance of his proposals, UCPBS may disqualify the proponent from obtaining the award/contract.

Section VIII. Philippine Bidding Document Related Forms

Notes to the Philippine Bidding Document Related Forms

The Bidder shall complete and submit with its Bid the **Bid Form** and **Price Schedules** in accordance with ITB Clause 13 with the requirements of the Bidding Documents and the format set out in this Section.

When requested in the BDS, the Bidder should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the Procuring Entity, pursuant to ITB Clause 16.

The **Contract Form** should incorporate any correction or modification to the accepted Bid resulting from price corrections when it is finalized at the time of contract award. The Price Schedule and Schedule of Requirements which form part of the contract should be modified accordingly.

The **Omnibus Sworn Statement** must be completed by all Bidders in accordance with ITB Clause 4.2. Failure to submit it with the Bid shall result in the rejection of the Bid and the Bidder's disqualification.

The **Performance Securing Declaration, if allowed and Bank Guarantee Form for Advance Payment** shall be completed only by the successful Bidder in accordance with one of the forms indicated herein by the Procuring Entity, and pursuant to **GCC** Clause 13 and its corresponding SCC provision.

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Bid Form for Procurement of Goods

[Note: The duly accomplished form shall be submitted with the Bid]

BID FORM

Project Identification No.: *[Insert number]*

To: *[Name of Procuring Entity]*

Having examined the Philippine Bidding Documents (PBD) including the Supplemental Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, declare that:

- a) I/We have no reservation to the PBD, including the Supplemental Bid Bulletins, for the Procurement Project ***[Project Title]***;
- b) Select one, delete the other
 - I/We undertake to deliver the Goods in accordance with the delivery schedule in the Schedule of Requirements;
 - I/We offer to execute the Works for this Contract in accordance with the PBD;
- c) The total price of our Bid in words and figures, excluding any discount offered below, is ***[insert information]***;
- d) The discounts offered and the methodology for their application are: ***[insert information]***;
- e) 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 ***[Select one, delete the other: the Price Schedules/ Detailed Estimates]***;
- f) This Bid shall remain valid within a period stated in the PBD, and it shall be binding upon me/us at any time before the expiration of that period;
- g) If our bid is accepted, I/We commit to provide a performance security in the form, amounts, and within the times prescribed in the PBD.

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 the Bidder.

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

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

The undersigned is authorized to submit the bid on behalf of ***[Name of the Bidder]*** as evidenced by the attached ***[State the Written Authority]***.

I/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.

Duly authorized to sign the Bid for and behalf of:

[Insert Bidder's Name]

[Signature over Printed Name]

[Position/Designation]

[Date]

Price Schedule for Goods

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

Pricing Details for Goods Offered from Within the Philippines

1	2	3	4	5	6	7	8	9	10
Item	Description	Source of Domestic Product, as certified by the Relevant Agency	Quantity	Unit price exw per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Summary of Bid Prices

The Procuring Entity may modify the table below as necessary to comply with the requirements of the Procurement Project.

1	2	3	4
Item No.	Item	Particulars / Description	Total Amount

Name: _____

Signature: _____

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

Price Schedule for Goods

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

Pricing Details for Goods Offered from Abroad

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Summary of Bid Prices

The Procuring Entity may modify the table below as necessary to comply with the requirements of a specific Project.

1	2	3	4
Item No.	Item	Particulars / Description	Total Amount

Name: _____

Signature: _____

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

Omnibus Sworn Statement Form

[Note: The duly accomplished form shall be submitted with the Bid]

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

OMNIBUS SWORN STATEMENT

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

1) **Select one, delete the others:**

- *If sole proprietorship:* I am the sole proprietor or authorized representative of **[Name of Bidder]** with office address at **[Address of Bidder]**;
- *If 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]**;
- *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* I am the individual consultant or authorized representative of **[Name of Bidder]** with office address at **[Address of Bidder]**;

2) **Select one, delete the others:**

- *If 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 **[Project Title]** of the **[Name of the Procuring Entity]***[insert “as supported by the attached duly notarized Special Power of Attorney” for authorized representative];*
- *If 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 **[Project Title]** of the **[Name of the Procuring Entity]**, as supported by the attached duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary’s Certificate, whichever is applicable;
- *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* As the individual consultant 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 **[Project Title]** of the **[Name of the Procuring Entity]**, as supported by the attached duly notarized Special Power of Attorney for authorized representative;

- 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;
- 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 others:**
 - *If sole proprietorship* : The **[Name of Bidder]** and its spouse are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
 - *If partnership* : The partnership itself and the partners of **[Name of Bidder]** are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
 - *If cooperative*: The cooperative itself and members of the board of directors, general manager, or chief executive officer of **[Name of Bidder]** are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
 - *If corporation, or joint venture*: The corporation or joint venture itself, and officers, directors, and controlling stockholders of **[Name of Bidder]** are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

- *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* The individual consultant and its spouse are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
- 7) It is understood that failure to faithfully disclose its relationship with the HoPE, members of the BAC, the TWG, and the BAC Secretariat, the head of the PMO or the end-user unit or implementing unit, and the project consultants of the Procuring Entity, or of the procurement agent by consanguinity or affinity up to the third civil degree, as well as its submission of beneficial ownership information containing false entries shall be subject to blacklisting under Section 100 of the IRR of RA No. 12009, without prejudice to criminal and civil liabilities under applicable laws, including their accessory penalties, if any.

[Select one, delete the rest:]

- *In case of corporations:* **[Name of Bidder]** declares its beneficial ownership consistent with its updated General Information Sheet or Beneficial Ownership Declaration Form or any other document duly submitted to the SEC in accordance with its annual reportorial requirements.
 - *In case of Foreign Bidders:* **[Name of Bidder]** submitted an appropriate equivalent document in English issued by the country of the bidder concerned in accordance with Section 20.2.9.2 of the IRR of RA No. 12009.
- 8) **[Name of Bidder]** complies with existing labor laws and standards; and
- 9) **[Name of Bidder]** is aware of and has undertaken the following responsibilities as a Bidder:
- a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental Bid Bulletin(s) issued for the **[Project Title]**.
- 10) **[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.

11) In case advance payment was made or given to **[Name of Bidder]**, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability under existing laws.

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

Duly authorized to sign the Bid for and behalf of:

[Insert Bidder's Name]

[Affiant's Signature over Printed Name]

[Position/Designation]

[Date]

JURAT

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

WITNESS MY HAND AND SEAL this ___ day of **[month] [year]**.

NAME OF NOTARY PUBLIC

Notarial Commission No. _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

Doc. No. _____

Page No. _____

Book No. _____

Series of _____.

Bid Securing Declaration Form

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

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

BID SECURING DECLARATION

Project Identification No.: *[Number]*

To: *[Insert name 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;

[Insert paragraph for Unsolicited Offer with Bid Matching]

I/We understand that upon conferment of the original offeror status under Section 30.6 of the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009, the offeror shall submit a Bid Securing Declaration within ten (10) days from the receipt of the certificate of conferment;

- 2) **Select one, delete the other:**

- I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any Procuring Entity upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under 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 52.2 (a), 63.2, 69.1 and 100, except 100.3 (c), of the IRR of Republic Act No. 12009; without prejudice to other legal action the government may undertake; and

(For Unsolicited Offer with Bid Matching)

- I/We accept that: I/we will be automatically disqualified from any procurement opportunity of the Procuring Entity for a period of one (1) year on the first offense, two (2) years on the second offense, and perpetually on the third offense 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;

[Insert this paragraph for Unsolicited Offer with Bid Matching]

- c) Upon contract award and the LCCRB is not the original offeror; or
- d) I am/we are declared the bidder with the ***[Insert Award Criterion¹]*** 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]*.

Duly authorized to sign the Bid for and behalf of:

[Insert Bidder's Name]

[Signature over Printed Name]

[Position/Designation]

[Date]

JURAT

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

WITNESS MY HAND AND SEAL this ____ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Notarial Commission No. _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

Doc. No. _____

Page No. _____

Book No. _____

Series of _____.

ANNEX A

SERVICE DESCRIPTION

This section describes other details of the Support Services components

A. Service Definition

The IT services to be rendered by Supplier to UCPBS shall be Technical Support Services defined as:

- Any task or activity done by Supplier through electronic mail, telephone, messaging platforms (e.g. viber, Whatsapp) or on-site presence, for the purpose of providing technical support or assistance to UCPBS to troubleshoot, configure, update, secure, check the performance of the Solution and ensure that all features are running and enabled.
- Technical support and/or assistance shall include that provision of analysis and recommendations, and the performance or fulfillment of the recommendation/s.

B. Support Levels

Technical Support to be directly provided by Supplier:

- Level 1 Technical Support – First-line support involving the tasks of problem identification, understanding UCPBS expectations, initial problem diagnosis, and basis technical troubleshooting based on Supplier's knowledgebase of known problems and resolutions.
- Level 2 Technical Support – Advanced support involving the tasks of complex problem identification, in-depth problem diagnosis, and advanced technical troubleshooting. In some cases, if necessary, reproduction of the problem by Supplier, in coordination with UCPBS, is necessary to arrive at a solution.

Supplier to facilitate resolution of support requests requiring 3rd party Supplier(s), including the Manufacturers-Principals, who developed and who have intellectual property rights over the Solution for the following:

- Level 3 Technical Support – Support of this nature will require the involvement of the 3rd party Supplier to conduct research and development to a new and/or unknown issue. Such issues shall require solutions such as a bug fix, error correction, custom engineering, or interim patch or fix for the Solution to operate as required by UCPBS, which only 3rd party Supplier may provide.
- Level 4 Technical Support – Support of this nature will involve the 3rd party Supplier's integration of the resolution to the Solution as an official patch, feature or capability.

Regardless of Support Level, UCPBS concerns, incidents, and queries may be referred to by the Supplier the 3rd party Supplier from whom the supported Solution originated without any additional cost to UCPBS.

C. Severity Levels

To facilitate the rendering of Technical Support Services, UCPBS shall classify service calls according to the Severity Levels below:

Level	Severity Description
1	<p>Failure which causes a major impact to UCPBS business. Covered Solution or System is not operational. Some examples of Severity 1 calls include:</p> <ul style="list-style-type: none"> • System hang (unable to save work in progress); • System functionality failure causes data loses or system unusable; • Functionality failure renders system ineffective; • System down.
2	<p>Failure causing severe degradation to UCPBS business. Covered Solution or System is not operating with full capability but is still operational. Some examples of Severity 2 calls include:</p> <ul style="list-style-type: none"> • Impaired or broken functionality with significant impact to applications; • Frequent application failure, but no data loss; • Serious but predictable management system failure; • Significant system performance degradation.
3	<p>Degradation of machine performance causing inconvenience to the business. Covered Solution or System is up and running with limited or no significant impacts. Some examples of Severity 3 calls include:</p> <ul style="list-style-type: none"> • Bugs which cause limited or no direct impact to performance and functionality; • Request to replace a bug work-around; • Limited impact defective functionality; • System performance support questions and issues.
4	<p>A minor event causing little or no impact to UCPBS business. Some examples of Severity 4 calls include:</p> <ul style="list-style-type: none"> • Scheduled activities agreed with UCPBS; • Methods of Procedures (MOP).
5	<p>The call is undergoing monitoring, but no further action is required. Some examples of Severity 5 calls include:</p> <ul style="list-style-type: none"> • Requests for status updates on action taken/plans;

	<ul style="list-style-type: none"> • Monitoring Reports/ Feedback on action steps taken.

D. Response Time

Response time is defined as the time from when a service call is first placed with the Supplier by UCPBS until the Supplier responds to the support request. The response may come in the form of electronic mail, telephone or messaging platforms.

Time until on-site is defined as the time it takes for a Technical Support Engineer to arrive at UCPBS site after UCPBS and Supplier agree that it is necessary for onsite support to be provided by Supplier to resolve the service request.

GENERAL TERMS AND CONDITIONS

A. Terms

- The request(s) for payment shall be made to UCPBS in writing, accompanied by an invoice describing, as appropriate, the output/report delivered and/or services performed, and by submission of other required documents and obligations stipulated in this contract.
- All payments shall be VAT-inclusive and subject to 2% expanded withholding tax and 5% Final VAT (if supplier is VAT-registered with BIR).
- Since the payment/s shall be subject to the usual government accounting and auditing requirements, the Supplier is expected to be familiar with the Government Accounting and Auditing Manual (GAAM).
- Retention Payment.

A retention payment of one (1) percent shall be withheld by UCPBS. It shall be based on the total amount due to the Supplier prior to any deduction and shall be retained from every progress payment.

The total ‘retention money’ shall be due for release upon approval/ acceptance of the Final Report. The Supplier may, however, request the substitution of the retention money for each progress billing with irrevocable standby letters of credit from a commercial bank, bank guarantees, or surety bonds callable on demand, of amounts equivalent to the retention money substituted for and acceptable to UCPBS provided that the Project is on schedule and is satisfactorily undertaken. Otherwise, the one (1) percent retention shall be made. Said irrevocable standby letters of credit, bank guarantees and/or surety bonds, to be posted in favor of UCPBS shall be valid for the duration of the contract.

B. Warranties

Warranty on Parts

The Supplier warrants that the replacement part as specified under Technical Specifications Section 5 (Support Coverage) will be free from defects in material or workmanship for a period of three (3) months from the date the part was installed on the covered component detailed in Technical Specifications Section 3 (Covered Components).

Warranty on Services

The Supplier warrants that the activities included in the Solution will be executed using the degree of skill and care required by customarily accepted good professional and technical practices. If the services provided did not conform to the terms and conditions specified under this TOR, the Supplier shall re-perform such services at no additional cost to the Bank.

C. Incidental Services (Indicate, if any)

- Incidental Services, if any, shall be as described in Technical Specs.
- Such incidental services may include the following: Project/ Solution documentation, knowledge transfer (trainings), systems and tools to facilitate monitoring of Project/Solution tasks, trouble tickets, incident reports, and inventory.

D. Termination

UCPBS may, subject to five (5) days' advance notice, terminate the contract with the Supplier or cancel the purchase order (PO) it issued to the Supplier, on any of the following grounds:

1. Misrepresentation by the selected supplier of any matter which UCPBS deems material, or
2. Failure by the selected supplier to deliver the goods and services to the satisfaction of UCPBS on the Delivery Schedule.

Notwithstanding any provision in the General and Special Conditions of Contract, UCPBS may pre-terminate this Contract subject to a notice to the Supplier within thirty (30) days prior to the effective date of pre-termination.

E. Liquidated Damages

When the supplier fails to satisfactorily deliver goods and/or services under this Terms of Reference (TOR) within the specified delivery schedule, inclusive of duly granted time extension, if any, the supplier shall be liable for damages in an amount equal to one-tenth (1/10) of one percent (1%) of the contract price the for delivery for every day of delay until such goods are finally delivered and accepted by UCPBS. Such amount shall be deducted from any money due or which may become due to the Supplier.

If UCPBS opts to terminate the contact or cancel the PO, the Supplier shall be liable to pay UCPBS liquidated damages in an amount computed, as follows:

(a) In case of misrepresentation, one-tenth (1/10) of one percent (1%) of the contract price per day starting from the date of UCPBS discovery of the misrepresentation until the effective date of termination of the contract or cancellation of the PO, and/or

(b) In case of delay in the delivery of the goods and/or services to the satisfaction of UCPBS, one-tenth (1/10) of one percent (1%) of the contract price per day starting from the Delivery schedule until the effective date of termination of the contract or cancellation of the PO.

In case the selected supplier is guilty of both misrepresentation and delay, the liquidated damages shall be computed using the formula of either (a) or (b), whichever is higher.

The Supplier shall pay UCPBS the liquidated damages under this Section within five (5) days from the effective date of the termination of the contract or cancellation of the PO without need of demand.

F. No Employer-Employee Relationship

Nothing in this TOR shall be construed as constituting an employer and employee relationship between UCPBS and the selected supplier, his/her/its employees and/or representatives.

G. Confidentiality of Information

The selected supplier shall observe the provisions of Republic Act No. 10173, otherwise known as the Data Privacy Act of 2012, in the performance of its obligations under this TOR.

Republic of the Philippines



Government Procurement Policy Board