



Bid Notice Abstract

Invitation to Bid (ITB)

Reference Number 9915447
Procuring Entity PHILIPPINE RECLAMATION AUTHORITY
Title REPOSTING OF THE SUPPLY AND DELIVERY OF IMMUNE BOOSTERS (PBGOODS-23-003)
Area of Delivery Metro Manila

Solicitation Number:	PBGOODS-23-003	Status	Pending
Trade Agreement:	Implementing Rules and Regulations	Associated Components	1
Procurement Mode:	Public Bidding	Bid Supplements	0
Classification:	Goods	Document Request List	0
Category:	Drugs and Medicines	Date Published	06/07/2023
Approved Budget for the Contract:	PHP 3,307,370.00	Last Updated / Time	05/07/2023 17:40 PM
Delivery Period:		Closing Date / Time	01/08/2023 08:30 AM
Client Agency:			
Contact Person:	Angela Rodrigo BAC Secretariat Member PNOC Bldg. 3, PNOC Compound Energy Center, Rizal Drive Bonifacio Global City Taguig City Metro Manila Philippines 63-2-84595000 Ext.7202 bac@pea.gov.ph		

Description

1. The Philippine Reclamation Authority (PRA), through its Approved Corporate Operating Budget for 2023, intends to apply the sum of Three Million Three Hundred Seven Thousand Three Hundred Seventy Pesos and 00/100 (Php 3,307,370.00), being the Approved Budget for the Contract (ABC) to payments under the contract for the Reposting of Supply and Delivery of Immune Boosters (PBGOODS-23-003). Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The PRA now invites bids for the above Procurement Project. The Goods shall be delivered every three (3) months or ninety (90) days, divided evenly into 25% for each delivery, with the first delivery required within 20 calendar days upon receipt of Notice to Proceed (NTP). Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

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

Bidding is 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 PRA and inspect the Bidding Documents at the address given below from Monday to Friday, 8:00 AM to 4:00 PM except holidays.

5. A complete set of Bidding Documents may be acquired by interested Bidders from July 06 to July 31, 2023 during office hours between 8:00 AM to 4 PM, Mondays to Fridays, except holidays, and on August 01, 2023 until 8:30 AM, from the given address below upon payment of the applicable fee in the amount of Two Thousand Five Hundred Pesos

(₱2,500.00) pursuant to the latest Guidelines issued by the GPPB.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of PRA, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

Bidders who have already paid the above fee in the previous bidding for the subject procurement are not required to pay the same but must submit a Letter of Intent to secure the Bidding Documents.

6. The PRA will hold a Pre-Bid Conference on July 19, 2023 at 9:30 AM at the PRA Conference Room, Building 4A PNO Compound, Energy Center, Rizal Drive, Bonifacio Global City, Fort Bonifacio, Taguig City, which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat at the Reception Area, 7th Floor, Legaspi Towers 200 Building, 107 Paseo de Roxas St., Legaspi Village, Makati City, on or before 9:00 AM, August 01, 2023. Late bids shall not be accepted. Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.

Bid opening shall be at 9:30 AM on August 01, 2023 at the PRA Conference Room, 6th Floor, Legaspi Towers 200 Building, 107 Paseo de Roxas St., Legaspi Village, Makati Taguig City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

8. The PRA 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 41 of RA No. 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

9. For further information, please refer to:

ATTY. KAREN A. VILLAMIL
Chairperson, Bids and Awards Committee
Philippine Reclamation Authority
Bldg. 3 PNO Compound, Energy Center,
Rizal Drive, Bonifacio Global City,
Fort Bonifacio, Taguig City
Tel. Nos. (02) 8459-5000
Email: bac@pea.gov.ph

10. You may visit the following websites:

For downloading of Bidding Documents: www.pea.gov.ph / www.philgeps.gov.ph

Line Items

Item No.	Product/Service Name	Description	Quantity	UOM	Budget (PHP)
1	SUPPLY AND DELIVERY OF IMMUNE BOOSTERS	Refer to Bidding Documents	1	Lot	3,307,370.00

Pre-bid Conference

Date	Time	Venue
19/07/2023	9:30:00 AM	PRA Conference Room, Building 4A PNO Compound, Energy Center, Rizal Drive, Bonifacio Global City, Fort Bonifacio, Taguig City

Created by Angela Rodrigo

Date Created 05/07/2023

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PHILIPPINE BIDDING DOCUMENTS



PHILIPPINE RECLAMATION AUTHORITY
(PUBLIC ESTATES AUTHORITY)

Bidding Documents

Reposting of the Supply and Delivery of Immune Boosters

Project ID No.
PBGOODS 23-003

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports,

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



Republic of the Philippines
OFFICE OF THE PRESIDENT
PHILIPPINE RECLAMATION AUTHORITY

7th floor, Legaspi Towers 200 Bldg., 107 Paseo De Roxas St., Legaspi Village, 1226 City of Makati
Tel. No.: (02) 8459-5000 • Facsimile No.: (02) 8815-2662
Website: www.pea.gov.ph • Email: info@pea.gov.ph

**INVITATION TO BID FOR
REPOSTING OF THE SUPPLY AND DELIVERY OF
IMMUNE BOOSTERS (PBGOODS-23-003)**

1. The Philippine Reclamation Authority (PRA), through its Approved Corporate Operating Budget for 2023, intends to apply the sum of **Three Million Three Hundred Seven Thousand Three Hundred Seventy Pesos and 00/100 (Php 3,307,370.00)**, being the Approved Budget for the Contract (ABC) to payments under the contract for the **Reposting of Supply and Delivery of Immune Boosters (PBGOODS-23-003)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **PRA** now invites bids for the above Procurement Project. The Goods shall be delivered every three (3) months or ninety (90) days, divided evenly into 25% for each delivery, with the first delivery required within **20 calendar days** upon receipt of Notice to Proceed (NTP). Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is 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.
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9. For further information, please refer to:

ATTY. KAREN A. VILLAMIL
Chairperson, Bids and Awards Committee
Philippine Reclamation Authority
Bldg. 3 PNOC Compound, Energy Center,
Rizal Drive, Bonifacio Global City,
Fort Bonifacio, Taguig City
Tel. Nos. (02) 8459-5000
Email: bac@pea.gov.ph

10. You may visit the following websites:

For downloading of Bidding Documents: www.pea.gov.ph / www.philgeps.gov.ph

July 05, 2023

(SGD) ATTY. KAREN A. VILLAMIL
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Philippine Reclamation Authority** wishes to receive Bids for the **Reposting of the Supply and Delivery of Immune Boosters**, with identification number **PBGOODS-23-003**.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below, for CY 2023 in the amount of **Philippine Pesos: Three Million Three Hundred Seven Thousand Three Hundred Seventy and 00/100 (Php 3,307,370.00)**.

2.2. The source of funding is the **Corporate Operating Budget approved by the Governing Board for CY 2023**.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *twenty-five percent (25%)* of the ABC for this Project; and
 - b. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC (12.5%) as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

7.1. The Bidder may NOT subcontract portions of the Project.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time as indicated in paragraph 6 of the IB.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within a period of five (5) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

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

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in:

- a. Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid for **One Hundred Twenty (120) calendar days**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.2 Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. <i>Contracts involving the Supply and Delivery of Vitamins/Medicines.</i> b. Completed within 5-years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed
12	The price of the Goods shall be quoted DDP to the PRA office address in Makati City or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount of not less than Sixty-Six Thousand One Hundred Forty-Seven Pesos and 31/100 (Php 66,147.40) or 2% of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than One Hundred Sixty-Five Thousand Three Hundred Sixty-Eight Pesos and 28/100 (Php 165,368.50) or 5% of ABC, if bid security is in Surety Bond.
19.3	<p>Immune Boosters – Php 3,307,370.00</p> <ol style="list-style-type: none"> 1. Vitamin C (at least <u>30 tablets/capsules per unit</u>) (280 units x 12 = 3,360) 2. Multivitamins (at least <u>30 tablets/capsules per unit</u>) (280 units x 12 = 3,360) 3. Zipped Pouch bag (280 units x 12 = 3,360)
20.2	No other additional licenses/permits required by law.
21.1	<ol style="list-style-type: none"> 1. Valid and current <u>Certificate of Product Registration (CPR)</u> or expired CPR with <u>Extension of Validity</u> issued by the Philippine Food and Drug Administration (PFDA); 2. Valid and current <u>License to Operate</u> for drug suppliers, distributors and traders issued by Philippine Food and Drugs Administration (PFDA). 3. The bidder shall submit any of the following whichever is applicable: <ol style="list-style-type: none"> a. If the bidder is a manufacturer, <u>Certificate that the bidder manufactures the products/item</u>; or b. If the bidder is an exclusive/authorized distributor of the product/items, <u>Certificate or Contract from the manufacturer</u> must be provided as proof that the bidder is an exclusive/authorized distributor of the product/items; or c. If the bidder is a dealer or agent of the exclusive/authorized distributor, the document requested in 3.b and <u>Certificate from the Distributor</u> that the bidder is an <u>authorized dealer/agent/reseller</u> of the product/items.

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to this Contract are delivered to 8th Floor, Legaspi Towers 200 Building, 107 Paseo de Roxas St., Legaspi Village, Makati City, Philippines. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>The Supplier shall notify the General Services Division at least three (3) working days in advance of the scheduled delivery date. The Supplier shall make delivery or deliveries to the Project Site on <u>regular working days</u>, during Office Hours from 8:00 AM to 3:30 PM. The receiving personnel reserves the right to refuse to accept/receive delivered goods made before 8:00 AM or after 3:30 PM and on non-working days. If the delivery date falls on a weekend, a holiday or a non-working day or in cases of force majeure or fortuitous events, delivery date of the goods shall automatically fall on the next working day.</p> <p>Upon delivery of the Goods to the Delivery site, the Supplier shall notify PRA thru the General Services Division and present the following documents:</p> <ol style="list-style-type: none"> i. Original copy of Supplier’s Invoice. ii. Original copy of Supplier’s Delivery Receipt. <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site are ROLANDO V. MAJADAS and CHERYL MARIE MICLAT.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. expiration of perishable goods shall be at least 18-months or 1.5-years.

	<p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <ul style="list-style-type: none"> Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p>

	<p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Supplier's risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Supplier shall cover the cost for necessary fees needed for the delivery of goods including entry fees and/or other fees charged by the city of Taguig/Makati to applicable vehicles entering Bonifacio Global City and/or Makati City.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>Schedule of Payment:</p> <p>The terms of payment shall be as follows: within 20 calendar days after completion of each batch of delivery as stated under Section VI (Schedule of Requirements) and receipt of Sales Invoice and Delivery Receipt for the same batch of delivery.</p>
4	<p>The inspections and tests that will be conducted include inspection of expiration dates of perishable goods and visual inspection for any damages and/or tampering of delivered goods.</p>

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Delivered, Weeks/Months
1st Delivery			
1.	Vitamin C with Zinc (30s)	840 units	20 calendar days upon receipt of NTP (1 st batch)
2.	Multivitamins (30s)	840 units	
4.	Zipped Pouch Bag	840 pcs.	
2nd Delivery			
1.	Vitamin C with Zinc (30s)	840 units	90 calendar days after completion of 1 st delivery
2.	Multivitamins (30s)	840 units	
4.	Zipped Pouch Bag	840 pcs.	
3rd Delivery			
1.	Vitamin C with Zinc (30s)	840 units	90 calendar days after completion of 2 nd delivery
2.	Multivitamins (30s)	840 units	
4.	Zipped Pouch Bag	840 pcs.	
4th Delivery			
1.	Vitamin C with Zinc (30s)	840 units	90 calendar days after completion of 3 rd delivery
2.	Multivitamins (30s)	840 units	
4.	Zipped Pouch Bag	840 pcs.	
Note: Each zipped pouch bag shall contain 1 set of Vitamin C with Zinc and 1 set of Multivitamins.			

CONFORME:

Name of Company: _____

Signature of Authorized Representative: _____

Name and Designation: _____

Date: _____

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
	<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>	
Vitamin C	<ul style="list-style-type: none"> - Branded - Film-coated tablet/capsule - Contains Sodium Ascorbate and either Zinc Sulfate Monohydrate or Zinc Gluconate - 3,360 boxes/bottles (at least <u>30 tablets/capsules</u> per box/bottle). - Expiration: at least <u>one (1) year and six (6) months</u> from delivery date to PRA - FDA approved 	
Multivitamins	<ul style="list-style-type: none"> - Branded - Film coated tablet - For prevention and treatment of vitamin and mineral deficiencies - Contains: <ul style="list-style-type: none"> ○ Vitamin A ○ Vitamin B1 ○ Vitamin B2 ○ Vitamin B3 ○ Vitamin B5 ○ Vitamin B6 ○ Vitamin B7 ○ Vitamin B9 ○ Vitamin B12 ○ Vitamin C ○ Vitamin D3 ○ Vitamin E ○ Vitamin K1 ○ Calcium 	

Item	Specification	Statement of Compliance
	<ul style="list-style-type: none"> ○ Chromium ○ Copper ○ Iodine ○ Iron ○ Lutein ○ Lycopene ○ Magnesium ○ Manganese ○ Phosphorus ○ Potassium ○ Selenium ○ Zinc <ul style="list-style-type: none"> - 3,360 boxes/bottles (<u>30 tablets/capsules</u> per box/bottle) - Expiration: at least <u>one (1) year and six (6) months</u> from delivery date to PRA - FDA Approved 	
Zipped Pouch bag	<ul style="list-style-type: none"> - 3,360 pcs of Zipped bag or Travel pouch - Each zipped pouch bag will be used to contain: <ul style="list-style-type: none"> ○ 1 box/bottle of Vitamin C with Zinc (30 tablets/capsules per box) and; ○ 1 box/bottle of Multivitamins (30 tablets/capsules per box) 	

Item	Specification	Statement of Compliance
Additional documents to be submitted	<ol style="list-style-type: none"> 1. Valid and current <u>Certificate of Product Registration (CPR)</u> or expired CPR with Extension of Validity issued by the Philippine Food and Drug Administration (PFDA); 2. Valid and current <u>License to Operate</u> for drug suppliers, distributors and traders issued by Philippine Food and Drugs Administration (PFDA). 3. The bidder shall submit any of the following whichever is applicable: <ol style="list-style-type: none"> a. If the bidder is a manufacturer, <u>certificate that the bidder manufactures the products/item</u>; or b. If the bidder is an exclusive/authorized distributor of the product/items, <u>Certificate or Contract from the manufacturer</u> must be provided as proof that the bidder is an exclusive/authorized distributor of the product/items; or c. If the bidder is a dealer or agent of the exclusive/authorized distributor, the document requested in 3.b and <u>Certificate from the Distributor</u> that the bidder is an <u>authorized dealer/agent/reseller of the product/items</u>. 	

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct. Otherwise, if found false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

Name of Company/Bidder

Signature over Printed Name of Authorized Representative

Date

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

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

Financial Documents

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

Class "B" Documents

- (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

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

- (j) Original of duly signed and accomplished Price Schedule(s).

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

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

Note to Bidders:

- A. Each Bidder shall submit **one (1) original copy, one (1) photocopy** of its Technical and Financial Components, and **one (1) USB** containing the scanned copies of the Eligibility & Technical Component and Financial Component.
- B. All Bid Forms must bear the **original signature** of the Authorized Representative (as indicated in OSS).
- C. To facilitate checking of the eligibility documents, these must be sorted in the same sequence listed above and separated by tabs or page separators.
- D. Note that the Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started also require additional supporting documents as attachments. Only the five (5) biggest contracts/projects for the past five (5) years shall be submitted with the required attachments.
- E. In accomplishing the Standard Forms, please consider the following information:

Procuring Entity : **PHILIPPINE RECLAMATION AUTHORITY**

Address of Procuring Entity : **Bldg. 3 PNO Compound, Energy Center, Rizal Drive, Bonifacio Global City, Fort Bonifacio, Taguig City**

Project Reference/ID No. : **PBGOODS-23-003**

Name of the Project : **SUPPLY AND DELIVERY OF IMMUNE BOOSTERS**

Name of Head of the Procuring Entity : **ATTY. JANILO E. RUBIATO**

Position of Head of Procuring Entity : **General Manager & CEO**

Section IX. Bid Forms Section

Statement of Single Largest Completed Contract (SLCC) Which is Similar in Nature

Business Name: _____

Business Address: _____

Name of Client	Date of the Contract	Kinds of Goods	Amount of Contract	Date of Delivery
TOTAL CONTRACT AMOUNT				

Submitted by : _____
(Printed Name and Signature)

Designation : _____

Date : _____

Instructions:

- a. Cut-off date for the Contract is for the past five (5) years,
- b. The Kinds of Goods should be similar to the *Contracts involving the Supply and Delivery of Vitamins/Medicines.*
- c. Include the contract/s as attachment.

Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

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

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

*[Insert NAME OF BIDDER OR ITS
AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant*

[Jurat]

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information

provided therein are true and correct;

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

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

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services,**

to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

*[Insert NAME OF BIDDER OR ITS
AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant*

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

Computation Of Net Financial Contracting Capacity

The Net Financial Contracting Capacity (NFCC) is computed as follows:

NFCC = K (current asset - current liabilities) minus value of all outstanding works under ongoing contracts including awarded contracts yet to be started

Where **K** = 10 for a contract duration of one (1) year or less

	Amount
Current Assets	
Minus: Current Liabilities	
Sub-Total	
Multiplied by Value of K	
Sub-Total	
Minus: Value of Outstanding Contracts	
NFCC	

Submitted By:

Name of the Firm/Contractor:

Signature of Authorized Representative:

Bid Form

Date : _____
Project Identification No. _____ :

To: **PHILIPPINE RECLAMATION AUTHORITY**
PNOC Bldg. 3, Energy Center, 34th Street,
Bonifacio Global City, Taguig 1634

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

If our Bid is accepted, we undertake:

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

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Project Title: **Supply and Delivery of Immune Boosters**

Project ID: _____

Price Schedule for Goods Offered from Within the Philippines

[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

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

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	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)

Name: _____

Legal Capacity: _____

Signature: _____

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

Performance Securing Declaration (Revised)

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

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

PERFORMANCE SECURING DECLARATION

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

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

I/We, the undersigned, declare that:

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

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

*[Insert NAME OF BIDDER OR ITS
AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant*

[Jurat]

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

