



Republic of the Philippines  
Department of Migrant Workers  
**OVERSEAS WORKERS WELFARE ADMINISTRATION**  
OWWA Center Bldg., F.B. Harrison St., Cor. 7<sup>th</sup> St., Pasay City  
Tel Nos. 891-7601 to 24

# **PHILIPPINE BIDDING DOCUMENTS**

## **Bidding for Comprehensive Health Care and Medical Service Plan of the Overseas Personnel assigned in the Migrant Workers Office at Foreign Posts**

**Sixth Edition  
July 2020**

# Preface

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

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

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

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

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

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

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# *Glossary of Acronyms, Terms, and Abbreviations*

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

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

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

**EXW** – Ex works.

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

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

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

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

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

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

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

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

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

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

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





## **INVITATION TO BID FOR COMPREHENSIVE HEALTH CARE AND MEDICAL SERVICE PLAN OF THE OVERSEAS PERSONNEL ASSIGNED IN THE MIGRANT WORKERS OFFICE AT FOREIGN POSTS**

1. The **OVERSEAS WORKERS WELFARE ADMINISTRATION (OWWA)**, through the **General Appropriations Act CY 2023** intends to apply the sum of **Thirty-Six Million One Hundred Ninety Thousand Pesos (Php 36,190,000.00)** being the ABC to payments under the contract for **Bidding for Comprehensive Health Care and Medical Service Plan of the Overseas Personnel Assigned in the Migrant Workers Office at Foreign Posts, PB-05-2023**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **OWWA** now invites bids for the above Procurement Project. Delivery of Services must be made on **June 2023**. Bidders should have completed, within **the last two (2) 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. Prospective Bidders may obtain further information from **OWWA BAC Secretariat and/or End-User**. The Bidding Documents can be viewed at the OWWA website at [www.owwa.gov.ph](http://www.owwa.gov.ph) click the “Bids and Awards” icon.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **28 April 2023** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Twenty-Five Thousand Pesos (Php 25,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, or by facsimile, or through electronic means. (See attached Guidelines on the Payment of Fees).

6. The **OWWA** will hold a Pre-Bid Conference on **05 May 2023, 11:00 a.m.** through video conferencing or webcasting *via ZOOM*, which shall be open to prospective bidders. (See attached Guidelines on the Conduct of Pre-Bid Conference).
7. Bids must be duly received by the BAC Secretariat through online or electronic submission on or before **17 May 2023, 11:00 a.m.** Late bids shall not be accepted. (See attached Guidelines on Bid Submission).
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **17 May 2023, 1:30 p.m.** via ZOOM. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **OWWA** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

<i>Name of officer</i>	:	<i>Dir. Ronald A. Mina</i>
<i>Name of office</i>	:	<i>Overseas Workers Welfare Administration</i>
<i>Address</i>	:	<i>OWWA Center Building F.B. Harrison cor. 7<sup>th</sup> St. Pasay City</i>
<i>Telephone number</i>	:	<i>(02) 8834-0170</i>
<i>Facsimile number</i>	:	<i>(02) 8834-0770</i>
<i>Email address</i>	:	<b><i>gas@owwa.gov.ph</i></b> <b><i>bac@owwa.gov.ph</i></b>
<i>Website address</i>	:	<u><i>www.owwa.gov.ph</i></u>
<i>Name of End-user</i>	:	<i>Ms. Zenaida S. Ramos</i>
<i>Name of office</i>	:	<i>OIC, Overseas Operations Coordinating Service</i>
<i>Contact number</i>	:	<i>8891-7601 to 24 local 5804</i>
<i>Email address</i>	:	<u><i>oocs@owwa.gov.ph</i></u>

12. You may visit the following websites:

For downloading of Bidding Documents: [www.bidding.owwa.gov.ph](http://www.bidding.owwa.gov.ph)

For online bid submission: *Please check attached Guidelines on the bid submission*

**ATTY. EDELYN A. DUNGAN-CLAUSTRO**  
BAC Chairperson

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

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

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

## 1. Scope of Bid

The Procuring Entity, **OWWA** wishes to receive Bids for the **Bidding for Comprehensive Health Care and Medical Service Plan of the Overseas Personnel Assigned in the Migrant Workers Office at Foreign Posts**, with identification number **PB-05-2023**.

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 **Php 36,190,000.00**.

2.2. The source of funding is:

- a. NGA, the General Appropriations Act or Special Appropriations.

## 3. Bidding Requirements

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

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

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

## 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

## 5. Eligible Bidders

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

- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
  - b. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements:
    - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services* of the ABC for this Project; and
    - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## 6. Origin of Goods

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

## 7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address 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 **the last two (2) 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 e.

### 13. Bid and Payment Currencies

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

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

- a. Philippine Pesos.

### 14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

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

### 15. Sealing and Marking of Bids

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

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

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which

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

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.

## **18. Domestic Preference**

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

## **19. Detailed Evaluation and Comparison of Bids**

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

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

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4. The Project shall be awarded as follows:



Option 1 – 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***

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

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

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

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

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

# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. Comprehensive Health Care and Medical Service Plan of Overseas Personnel</li> <li>b. Completed within <b>the last two (2) years</b> prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP in OWWA 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> <ul style="list-style-type: none"> <li>a. The amount of not less than <b>Seven Hundred Twenty-Three Thousand Eight Hundred Pesos (Php 723,800.00)</b> or two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b>One Million Eight Hundred Nine Thousand Five Hundred Pesos (Php1,809,500.00)</b> or five percent (5%) of ABC if bid security is in Surety Bond.</li> </ul>
19.3	<p>One (1) Lot</p> <p>ABC- Php 36,190,000.00</p>
20.2	Not Applicable
21.2	Not Applicable

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

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

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

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

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

## 1. **Scope of Contract**

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

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

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

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

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

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

## 3. **Performance Security**

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

## 4. **Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

## **5. Warranty**

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

## **6. Liability of the Supplier**

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

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

## ***Section V. Special Conditions of Contract***

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

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

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

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

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

## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to the Contract are DDP delivered in OWWA. In accordance with INCOTERMS.</p> <p>The delivery terms applicable to this Contract are delivered in OWWA. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is:</p> <p style="margin-left: 40px;">Name of End-user: Ms. Zenaida S. Ramos  Name of office: OIC, Overseas Operations Coordinating Service  Contact number: 8891-7601 to 24  Email address : <a href="mailto:oocs@owwa.gov.ph">oocs@owwa.gov.ph</a></p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> </ol> <ol style="list-style-type: none"> <li>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> <li>f. <i>[Specify additional incidental service requirements, as needed.]</i></li> </ol>



	<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><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity  Name of the Supplier  Contract Description  Final Destination  Gross weight  Any special lifting instructions  Any special handling instructions  Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	Not Applicable
4	Not Applicable

## ***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.

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
1.	<b>Comprehensive Health Care and Medical Service Plan of the Overseas Personnel Assigned in the Migrant Workers Office at Foreign Posts</b>	1 lot	1	Delivered within Fifteen (15) days upon receipt of Notice to Proceed. (Duration of contract is Twelve (12) months from receipt of NTP)

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

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

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

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

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

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

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

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

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

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

# Technical Specifications

Item	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>
<b>TERMS OF REFERENCE</b>		
	<p><b>I. Membership Eligibility</b></p> <p>A. All permanent employees of the Department of Migrant Workers (DMW) - Overseas Workers Welfare Administration (OWWA) who are assigned and/or deployed in the Migrant Workers Office (MWO) Foreign Post as Welfare Officers and Administrative Staff.</p> <p>B. Dependents of the Welfare Officers and Administrative Staff joining the latter in their post of assignment, to wit:</p> <ol style="list-style-type: none"> <li>1. The lawful spouse not more than 65 years old;</li> <li>2. Children (legitimate, illegitimate, or adopted), stepchildren of the principal up to 18 years of age;</li> <li>3. Children over 18 years of age provided they are mentally, physically, or developmentally incapacitated and primarily dependent on the principal for support;</li> </ol>	

4. Dependent parent who are members of the household of single/unmarried abovementioned overseas personnel maybe covered on personal account of the principal.

C. Inclusion and Exclusion/Deletion of Members

1. The payment for the quarterly medical premium of the covered personnel shall be based on the actual number of enrollees in the medical service Plan/Policy subject to the inclusion of those officers and staff who are subsequently deployed or deletion/exclusion of the enrollees whose tours of duty have ended and those who have been recalled to the Home Office.

D. Effectivity of the Health Care and Medical Service Plan (PLAN)

1.1 Inclusion in the coverage of the PLAN shall commence on the first (1<sup>st</sup> day of the month of deployment);

1.2 Deletion/exclusion from the coverage of the PLAN shall take effect at the end of the month of the principal officer and/or staff end tour of duty or recall.

1.3 The medical insurance coverage of legal dependent shall be co-terminus with the principal officer and/or staff coverage in the PLAN.

The Migrant Workers Office (MWO) through OWWA shall expressly advise the health care and medical service provider of the particulars of office/staff to be included and/or deleted from the coverage of the PLAN, which shall also include the following information (a) Date of inclusion or Deletion, (b) Age, (c) Date of Birth and the principal officers' dependent/s who will be enrolled in the medical insurance policy.

In case of inclusion, MWO through OWWA, shall immediately notify the health care and medical service provider of the name/s of the officer/staff eligible for the coverage. MWO-OWWA shall pay the health care and medical service provider, the corresponding premium for such coverage of the additional member.

In the event that the officer/staff is recalled to the home office, or terminated, separated, resigned or retired from the service or when he/she ceases to become eligible for coverage, the MWO, through OWWA shall notify the health care and medical service provider of such incident.

MWO-OWWA shall also notify the health care and medical service provider of the name/s and particulars of the legal dependents to be covered in the PLAN.

The health care and medical service provider shall credit to or debit form the account of MWO-OWWA the medical premium in respect of such addition or deletion or enrollees.

<p><b>II. Pre-Existing illness</b></p> <p>The health care and medical service provider shall cover all pre-existing illnesses or conditions of the covered members, and its complications, up to 100% of the maximum PLAN limits.</p>							
<p><b>III. Health Care and Medical Service (PLAN) Coverage:</b></p> <p>The health care and medical package shall cover the following benefits, subject to the following terms and conditions:</p>							
1. Mode of Payment	Quarterly						
2. Effectivity /Duration of Coverage	One Year						
3. Premium Rates	<table border="1"> <tr> <td> <ul style="list-style-type: none"> <li>Deployed Overseas Personnel (Welfare Officers and Administrative Staff)</li> </ul> </td> <td>US \$4,700/annum</td> <td>Peso Equivalent Php 258,500 / annum*</td> </tr> <tr> <td> <ul style="list-style-type: none"> <li>Legal Dependent/s (Lawful spouse and maximum of 3 children)</li> </ul> </td> <td>US\$4,280/ annum (family unit)</td> <td>Php 235,400 / annum*</td> </tr> </table>	<ul style="list-style-type: none"> <li>Deployed Overseas Personnel (Welfare Officers and Administrative Staff)</li> </ul>	US \$4,700/annum	Peso Equivalent Php 258,500 / annum*	<ul style="list-style-type: none"> <li>Legal Dependent/s (Lawful spouse and maximum of 3 children)</li> </ul>	US\$4,280/ annum (family unit)	Php 235,400 / annum*
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<ul style="list-style-type: none"> <li>Legal Dependent/s (Lawful spouse and maximum of 3 children)</li> </ul>	US\$4,280/ annum (family unit)	Php 235,400 / annum*					
4. Territorial Coverage	Worldwide						
5. Type of membership Coverage	Individual with dependent/s						
6. Room and Board Accommodation	<table border="1"> <tr> <td> <ul style="list-style-type: none"> <li>Within the Philippines <ul style="list-style-type: none"> <li>➤ Welfare Officers/Administrative Staff</li> <li>➤ Dependents</li> </ul> </li> <li>Outside of the Philippines <ul style="list-style-type: none"> <li>➤ Welfare Officers and Administrative Staff</li> <li>➤ Dependents</li> </ul> </li> </ul> </td> <td> Open Private (Suite if Open Private is not available for Officers and Staff) </td> </tr> <tr> <td></td> <td> US\$ 600.00/day  US\$ 300.00/day </td> </tr> </table>	<ul style="list-style-type: none"> <li>Within the Philippines <ul style="list-style-type: none"> <li>➤ Welfare Officers/Administrative Staff</li> <li>➤ Dependents</li> </ul> </li> <li>Outside of the Philippines <ul style="list-style-type: none"> <li>➤ Welfare Officers and Administrative Staff</li> <li>➤ Dependents</li> </ul> </li> </ul>	Open Private (Suite if Open Private is not available for Officers and Staff)		US\$ 600.00/day US\$ 300.00/day		
<ul style="list-style-type: none"> <li>Within the Philippines <ul style="list-style-type: none"> <li>➤ Welfare Officers/Administrative Staff</li> <li>➤ Dependents</li> </ul> </li> <li>Outside of the Philippines <ul style="list-style-type: none"> <li>➤ Welfare Officers and Administrative Staff</li> <li>➤ Dependents</li> </ul> </li> </ul>	Open Private (Suite if Open Private is not available for Officers and Staff)						
	US\$ 600.00/day US\$ 300.00/day						
7. Maximum Annual Aggregate Limit	<table border="1"> <tr> <td> <ul style="list-style-type: none"> <li>➤ Welfare Officers/Administrative Staff</li> <li>➤ Dependents</li> </ul> </td> <td> US\$ 1,000,000 (or Php 55,000 pesos equivalent)  US\$ 50,000 (shared aggregate limit per dependent unit per year) </td> </tr> </table>	<ul style="list-style-type: none"> <li>➤ Welfare Officers/Administrative Staff</li> <li>➤ Dependents</li> </ul>	US\$ 1,000,000 (or Php 55,000 pesos equivalent) US\$ 50,000 (shared aggregate limit per dependent unit per year)				
<ul style="list-style-type: none"> <li>➤ Welfare Officers/Administrative Staff</li> <li>➤ Dependents</li> </ul>	US\$ 1,000,000 (or Php 55,000 pesos equivalent) US\$ 50,000 (shared aggregate limit per dependent unit per year)						
8. Limit of Maternity Benefits	Maximum Limit						
9. Limit for Vision Benefits	Maximum Limit						
10. Limit for Dental Benefits	Maximum Limit						
11. Limit for Out-patient Mental Illness/ Substance Abuse	Maximum Limit						



12. Limit for In-patient Mental Illness/ Substance Abuse	Maximum Limit
13. Deductibles	None
14. Maximum Out of the Pocket	None
15. Co-Insurance Rate (In and Out Patient)	None
16. Covered expenses incurred in the Philippines	100% shouldered by Provider
17. Covered expenses incurred out the Philippines	100% shouldered by Provider
18. Personal Accident Insurance (includes coverage for death, dismemberment, as well as total and permanent dismemberment caused directly and solely by accident)	US\$ 100,000 (Principal Member Only)  US\$ 20,000 (limit per dependent per year)

**\*Note: Conversion Rate is Php 55.00 = US\$ 1.00**

### **A. Hospitalization Benefits**

In case of a member requires hospitalization, he/she shall be entitled to avail up to the maximum annual aggregate limit, subject to inner limit for each benefit where applicable.

Charges made by a hospital for room and board, professional services, other miscellaneous services and supplies for medical treatment of a member shall be covered by the health service provider insofar as these are recommended by the attending physician,

These charges shall include, among others:

1. Professional Fees up to 45 days per disability per year with As Charged limit for member, subject to maximum annual aggregate limit;
2. Miscellaneous In-Patient Charges, with As Charged limit for member, subject to maximum annual aggregate limit;
  - a) Required diagnostic laboratory tests;
  - b) Prescribed medicines and supplements;
  - c) Blood and components;
  - d) Anesthesia;
  - e) Surgical appliances and devices; and
  - f) Intra-Operative standard prosthetics subject to the approval of health insurance provider

Charges for the following shall also be covered, among others;

1. Intensive Care Unit;
2. Coronary Care Unit;
3. Telemetry;
4. Operating Theater – As Charged for officer/staff; and up to maximum limit for dependent, subject to maximum annual aggregate limit;

5. Recovery Room;
6. Surgeon's Fee – As Charged for officer/staff; and up to maximum limit for dependent, subject to maximum annual aggregate limit;
7. Anesthetist's Fee – As Charged for officer/staff; and up to maximum limit of Surgeon's Fee for dependent, subject to maximum annual aggregate limit;
8. Organ Transplant of the kidney, heart, liver, lungs or bone marrow provided certified by the Attending Physician to be necessary and which is pre-approved by the health insurance provider, subject to maximum plan limits for officer/staff and for dependent per year.
9. Private Duty Nurse at home only for up to 30 days immediately after hospitalization and when certified necessary by the attending physician;
10. Consultation fees for occupational therapist, therapeutic massage therapist, psychotherapist, physiotherapist, and other allied medical and wellness practitioners if referred by attending physician.

## **B. Outpatient Benefits**

In case a member requires out-patient services, he/she shall be entitled to avail of authorized services in any hospital and by the physician of his/her choice, up to the maximum allowable limit for the out-patient benefit. The officer/staff are entitled up to the annual benefit, while dependents are entitled up to maximum benefit per year, subject to annual aggregate limit.

These charges shall include, among others;

1. Consultation Fees for primary health care attending physician, specialist, physiotherapist, chiropractor, therapeutic massage therapist, psychotherapist, acupuncturist, nutritionist-dietician and other allied
2. medical and wellness practitioners when referred by the attending physician;
3. Required diagnostic laboratory procedures and therapy services as consequence of a covered condition/illness;
4. Prescribed medicines, nutritionals, vaccines and food supplements; and
5. Surgical appliances and devices.

### **1. Maternity Benefits**

Female officer/staff and dependent female spouses shall be covered subject to the maximum annual aggregate plan limit.

Coverage includes;

1. Delivery room and hospital room board;
2. Professional Fees;
3. Miscellaneous Hospital Services and Supplies,
4. Pre-natal and post natal care;
5. Miscarriage, threatened and therapeutic abortion;

6. Complication of pregnancy;
7. Re-hospitalization for maternity complications;
8. Nursery for the newborn for up to 7 days including infant formula and room-in cost excluding Pediatrician's professional fee
9. Consultation with an OB-GYNE, including all OB-GYNE required laboratories;
10. Hospital care during pregnancy;
11. Pre-delivery hospital admission during delicate pregnancies up on recommendation of an affiliated physician.

2. **Vision Benefits**

The officer/staff is entitled to vision benefits of up to maximum limit for the following, among others;

1. Eye examination
2. Contact lens, eyeglass lens/frames as prescribed by an Ophthalmologist

3. **Dental Benefits**

The employee is entitled to dental benefits of up to maximum limit.

Coverage includes, but shall not be limited to the following;

- a. Annual dental examination
- b. Twice a year oral scaling and polishing
- c. Tooth extraction and simple surgeries
- d. Treatment of pain, lesions, wounds, and burns
- e. Gum treatment
- f. Re-cementation of fixed bridges, crowns, jackets, inlays and onlays
- g. Temporary filling
- h. Oral prophylaxis
- i. Permanent light-cure filling of three (3) surfaces
- j. Adjustment of dentures
- k. Dental x-ray, including panoramic x-ray
- l. Root canal for two (2) teeth
- m. Dentures

**C. Emergency and Special Benefits**

(including outside-of-post emergency services)

In case a member requires emergency services, he/she shall be entitled to avail the needed services in any hospital and by the physician of his/her choice, up to the maximum limit.

Coverage includes;

1. Emergency Dental Services due to a covered accident;

<ol style="list-style-type: none"> <li>2. Emergency Out-patient Treatment not leading to confinement provided within 24 hours by the out-patient department of a hospital of a licensed doctor in his/her clinics up to maximum annual benefit limit.</li> <li>3. Emergency ground ambulance services at the soonest possible time, which shall not exceed (1) hour from the time request is made to the provider. Charges for professional ground or air ambulance service to the nearest hospital best equipped to render treatment for an emergency medical condition shall be covered. In the event that the nearest hospital best equipped to render treatment is in a country other than the Post of assignment of the member, the costs for the return transportation of the member, including one (1) companion, to his/her Post of assignment shall be covered;</li> <li>4. Worldwide Emergency Assistance;</li> <li>5. Emergency Medical Evacuation to the nearest medical facility up to maximum annual benefit limit. This benefit is applicable for officer/staff only;</li> <li>6. Repatriation of Mortal Remains if death occurs while overseas, up to maximum annual benefit limit. This benefit is applicable for employee only;</li> <li>7. Compassionate Visit if the officer/staff needs to be hospitalized for more than 7 days, by providing economy roundtrip transportation to the place of hospitalization for the immediate family member or a friend of the insured Person. This benefit is applicable for officer/staff only.</li> <li>8. Coverage of charges made by a registered nurse for private professional nursing services if recommended by an affiliated physician within the schedule of fees established by the insurer for the period covered;</li> <li>9. Coverage of all new modalities of treatment or diagnostics and alternative or non-conventional medicine, such as, but not limited to the following; Laparoscopic Cholecystectomy, Lithotripsy, MRI, Nuclear or Radioactive Isotope Scan, Hysteroscopy Myoma Resection, Unilateral Laparoscopic Adrenalectomy, Bilateral Laparoscopic Adrenalectomy, Transurethral Microwave Therapy of Prostate, Hysteroscopic guided D &amp; C, Percutaneous Ultrasonic Nephrolitholomy, Uterolithotripsy, Stereotactic Brain Biopsy, Cryosurgery, Sleep Study, Sclerotherapy, Pelvic Laparoscopy (for endometriosis) Gamma-Knife Surgery, Physical and Speech Therapy, Laser Treatment for Glaucoma, Cataract, Retinal Detachment and Sleep Apnea;</li> <li>10. Cost of Prescription Medicine (including maintenance drugs) including contraceptives, vitamins and minerals supplements;</li> <li>11. Cost of Vaccines, including anti-flu, pneumonia, HPV and H1N1, Ebola, Mers-Cov and other relevant vaccines and allergens up to the maximum benefit limit.</li> </ol>	
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<p>12. Prevention and Treatment of an animal bites – passive immunization for and treatment of animal bites up to the maximum benefits limit.</p>	
<p><b>IV. Other Conditions</b></p> <ol style="list-style-type: none"> <li>1. The Health Service Provider must have participating hospitals and medical services and physicians worldwide, more particularly in the countries where Migrant Workers Office (MWO) are located, including their overseas jurisdiction. It must also have participating hospitals and physicians in Metro Manila and all regions in the Philippines. A list of said participating hospitals and physicians aforementioned shall be submitted by the Health Service Provider as part of its post qualification documents.</li> <li>2. The Health Service Provider or its duly contracted International Health Service Assistance Provider and/or Emergency Assistance partner, should there be any, shall submit a copy of their service level agreement to ensure the availment by the officers and staff of the medical services in any hospital worldwide pursuant to this Term of Reference;</li> <li>3. The Health Service Provider or its duly contracted International Health Service Assistance Provider and/or Emergency Assistance partner must likewise undertake to arrange and/or facilitate the hospitalization/confinement of the Officers and Staff and their dependents.</li> <li>4. In the event that a new Migrant Workers Office shall be opened during the validity of the health service contract, the health provider shall inform the DMW-OWWA of the name and contact details of all hospital where services may be availed of, within a period of thirty (30) days from its opening. The OWWA shall inform the health provider of any plans to open a new Migrant Workers Office at least (60) days prior to the deployment of its officer/staff to that post.</li> <li>5. The health service provider, through its duly contracted International Health Service Assistance Provider and/or Emergency Assistance partner, will provide the assistance (24 hours a day, 7 days a week) for free, but the client shall be responsible for any third party charges incurred as a result of such advice or assistance unless specified elsewhere in the Policy. The medical service provider, through it duly contracted International Health Service Provider and/or Emergency Assistance partner, shall provide the assistance benefits up to the limits inscribed in the Scheduled of Benefits, provided that such assistance is a result of treatment of illness or injury or due to death which is covered by the Policy, occurring during the Period of medical coverage and provided further that all arrangements are made through the medical health provider’s designated assistance provider. The medical health provider shall provide Guarantee of Medical Expenses during Hospitalization for a covered illness or Accident subject to the medical service provider’s policy and approval.</li> </ol>	

Guarantee of payment will be issued by the medical service provider's designated assistance provider to the Hospital.

6. The medical service provider shall submit within 15 days after the end of every quarter from the commencement of the contract, the claims utilization report of DMW-OWWA. The claims utilization report for submission to DMW-OWWA should include full details of all claims filed, processed, paid and pending, name of the insured date of claim, diagnosis, treatment, amount, status claim, among others. The failure of the medical service provider to submit each claim utilization report within thirty (30) days after each quarter of the prescribed period shall result in a penalty equals to US\$1,000.00 per day of delay.
7. The medical service provider shall furnish all members with identification cards prior to their assignment to a Foreign Service Post. For an officer/staff at post who applies for coverage with the insurer, the identification card/s shall be issued within a period of thirty (30) days from the insurer's receipt of the application. Pending release of said IDs, cover note shall be issued to the member.
8. The medical service provider shall provide each principal member with a manual of health care package that would be transmitted together within the identification cards.
9. The medical service provider shall designate an accounts/customer relations officer and the contract numbers and address exclusively for this contract.
10. The medical service provider shall make available a 24-hour international toll-free hotline for membership verification and other queries. The medical health provider shall likewise indicate an email address and mobile phone number to which queries by members may be directed, provided that replies to these queries shall be made with 24 hours from the insurer's receipt of queries.
11. All provisions in the contract between DMW-OWWA and the medical service provider shall be interpreted in accordance with, and shall be subject to, Philippine laws and jurisprudence. In case of disagreement, the matter shall be referred to an appropriate court in Pasay City, Philippines, to the exclusion of all other courts, whether local or foreign.
12. The contract period under this procurement shall be for one (1) year. In the event that the contract shall be extended on a monthly basis after its expiration due to the non-completion of the bid process for a new contract, the medical service provider shall not collect any administrative fees and penalties arising from such extensions. Further, no penalties shall be imposed by the medical service provider arising from late payment of premiums due to no fault of DMW-OWWA. In this regard, failure on the part of the Department to pay the premiums due to medical health provider at no fault of the Department shall oblige the medical service provider to continue to provide coverage to the members and their dependents for a period of at least six (6) months.

<p>13. To facilitate the payment premiums, DMW-OWWA and the medical service provider shall agree on the place and modality of payment.</p> <p>14. The membership coverage under this PLAN shall commence on the first day of the month that the officer/staff is scheduled to leave for Post and shall be terminated at the end of the following month upon the end of his/her tour of duty or upon his/her recall to the Home Office.</p> <p>15. The Medical and Health Care Provider shall include benefits for Life Indemnity or Financial Assistance for accidental death or injury when conducting official business in the line of duty, such as: injuries arising from war, invasion, act of foreign enemy, hostilities or warlike operations (whether declared or undeclared), mutiny, riot, civil commotion, strike, civil war, rebellion, revolution, insurrections, conspiracy, military or usurped power, martial law or state of siege, or any of the events of causes which determine the proclamation or maintenance of martial law or state of siege, seizure, quarantine or customs regulations, or nationalization by or under the order of a government or public or local authority; or any weapon or instrument employing atomic fission or radioactive force whether in time of peace or war, as well as ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.</p>	
<p><b>V. Criteria in the Selection for Health Care and Medical Service Provider</b></p> <ol style="list-style-type: none"> <li>1. With Registered Existing Office in the Philippines;</li> <li>2. The medical expenses of enrolled personnel shall be 100% shouldered by the medical insurance provider (i.e. deductibles, no co-participation/no co insurance rates, no out of pocket expense of the enrolled personnel);</li> <li>3. Non-remittance in US dollars to avoid incurrence of various charges and foreign currency fluctuation;</li> <li>4. Registered with the insurance Commission either as a Medical Insurance provider or registered/listed HMO with international coverage for at least (5) years;</li> <li>5. Registered with PhilGEPS Platinum Membership and compliant with the technical and financial component for public bidding pursuant to RA 9184;</li> <li>6. Direct Account (no broker).</li> </ol>	

<b>VI. Approved Budget Cost:</b>	
Agency Budget for the Contract	Php 36,190,000.00 *
Breakdown of Budget	Php 27,142,500.00 (75% OWWA share) Php 9,047,500.00 (25% Foreign Services Personnel Share)**
No. of Personnel for enrollment	Welfare Officer - 60 Administrative Officer - 80 <b>Total Foreign Officers - 140</b>  Note: Guaranteed number of enrollees at 100 Overseas Foreign Personnel
Basis and justification – RA 7157 Sec.73 – Medical Insurance ... 25% of the corresponding premiums shall be payable by the personnel concerned and 75% thereof shall be borne by the Government as its contribution.	** Pursuant to DFA Department Order No.: 19A-95 – Chapter III – Entitlement and Benefits – Medical Coverage, Part L - Medical Coverage Sec 201. Group Medical Insurance – states that... <i>“In the Foreign Service, Twenty-Five percent (25%) of the corresponding premium shall be payable by the personnel and the Seventy-Five percent (75%) shall be borne by the Government as its contribution.”</i> (Italic provided)
Note: * subject to upward adjustments upon enrollment of dependents and additional MWO-OWWA deployed personnel	



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

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

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

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

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

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

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

#### Technical Documents

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

#### Financial Documents

- (k) The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (l) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC);  
**or**  
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

### *Class “B” Documents*

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

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

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

**25 FINANCIAL COMPONENT ENVELOPE**

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

**Bidding for Comprehensive Health Care and Medical Service Plan  
of the Overseas Personnel Assigned in the  
Migrant Workers Office at Foreign Posts**

**GUIDELINES**

**I. Payment of non-refundable bidding documents fee**

**Manual Payment**

1. Bidder/Representative shall request for Order of Payment for the payment of bidding document at the 5<sup>th</sup> Floor, Accounting Division, OWWA Center Building, 7<sup>th</sup> St., Corner F.B. Harrison St., Pasay City.
2. Bidder/Representative shall pay the corresponding amount either cash or check to the Cash Division which is also located at 4<sup>th</sup> floor. Payment of non-refundable fee should not be later than the submission of bids.
3. Bidder/Representative shall proceed to the Procurement and Property Management Division at Room 301 and present proof of payment for the issuance of bidding documents.

**II. Pre-Bid Conference**

1. Prospective bidders shall submit a letter request signifying their intention to participate in the Pre-bid Conference either by mail or through email at **[bac@owwa.gov.ph](mailto:bac@owwa.gov.ph)** before the scheduled activity.
2. The BAC Secretariat shall assign a number to each representative for proper sequence/ arrangement during the open forum.
3. Each representative shall be given a period of thirty (30) minutes to raise questions and/or clarifications during the **(videoconferencing, webcasting or similar technology)**. If there are still questions or in need of clarifications after the time limit, the representative may submit a letter addressed to the BAC Chairperson. The BAC shall issue a Supplemental Bid Bulletin to address the issues and concerns.

**III. Bid Submission**

The BAC shall adhere and adopt the Government Procurement Policy Board (GPPB) Resolution No. 09-2020 dated 7 May 2020, approving measures for the efficient conduct of procurement activities during the State of Calamity or Implementation of Community Quarantine or Similar Restrictions to prevent transmission of the novel coronavirus disease (COVID-19) and ensure the efficient conduct of all procurement activities.

1. Bidders shall submit their bids proposal via email at [bac@owwa.gov.ph](mailto:bac@owwa.gov.ph) before the closing date and time, and shall comply with the following requirements:
  - o Use a two-factor security procedure consisting of an archive format compression (winrar or winzip) and password protection to ensure the security, integrity and confidentiality of the bids submitted; and

- allows access to a password-protected Bidding Documents on opening date and time. The passwords for accessing the file will be disclosed by the Bidders only during the actual bid opening which may be done in person or face-to-face through videoconferencing, webcasting or similar technology;
2. Bidders shall submit their bids through their duly authorized representative using the forms specified in the Bidding Documents in two (2) password-protected Bidding Documents in compressed archive folders, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements as specified in the bidding documents, and the second shall contain the financial component of the bid. Likewise, the authorized representative shall submit an affidavit attesting that the submitted electronic documents, electronic messages, and electronic signatures are authentic.

Format of bid submission:

- TECHNICAL COMPONENT FOLDER - PASSWORD PROTECTED
- FINANCIAL COMPONENT FOLDER – PASSWORD PROTECTED

*Note:*

- *The Technical Component Folder and Financial Component Folder shall contain all the required documents as specified in the Checklist of Technical and Financial Documents as indicated in the Bidding Documents.*

3. Bidding Documents not in compressed archive folders and are not password protected, shall be rejected. However, bid not properly compressed and password-protected, as required in the Bidding Documents, shall be accepted, **provided** that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC shall assume no responsibility for the improperly compressed or password-protected folder, or for its premature opening.
4. Upon receipt of the first and second envelopes, BAC Secretariat shall generate a Bid receipt page for the official time of submission which can be saved or printed by the bidder.
5. Bidders may modify or withdraw their Bid at any time before the deadline for the submission and receipt of bids. Bidders shall not be allowed to retrieve its original Bid, but shall only be allowed to send another Bid equally secured, properly identified, and 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.
6. Bids submitted after the deadline shall not be accepted.

#### **IV. Eligibility Check and Bid Opening via ZOOM**

1. The BAC shall open the submitted bids after the scheduled deadline via ZOOM meeting.
2. Only those who paid the corresponding fee and submitted their bid before the deadline shall be provided with the details and link to be used during the meeting.

3. Only one (1) authorized representative of the company shall be allowed to participate in the meeting;
4. The passwords for accessing the Bidding Documents shall be disclosed by the Bidders only during the actual bid opening.

**V. Alternate Documentary Requirements during a State of Calamity, or implementation of community quarantine or similar restrictions declared or being implemented either in the locality of the Procuring Entity or of the Bidder (per GPPB Resolution No. 09-2020):**

1. Unnotarized Bid Securing Declaration;
2. Expired Business or Mayor's permit with Official Receipt of renewal application, subject to submission of Business or Mayor's permit after award of contract but before payment;
3. Unnotarized Omnibus Sworn Statement subject to compliance therewith after award of contract but before payment; and
4. Performance Securing Declaration (PSD) in lieu of a performance security to guarantee the winning bidder's faithful performance of obligations under the contract, subject to the following:
  - a. Similar to the PSD used in Framework Agreement, such declaration shall state, among others, that the winning bidder shall be blacklisted from being qualified to participate in any government procurement activity for one (1) year, in case of first offense or two (2) years, if with prior similar offense, in the event it violates any of the conditions stated in the contract. A copy of the PSD form is attached hereto as Annex "A";
  - b. An unnotarized PSD may be accepted, subject to submission of a notarized PSD before payment, unless the same is replaced with a performance security in the prescribed form, as stated below; and
  - c. The end-user may require the winning bidder to replace 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 upon lifting of the State of Calamity, or community quarantine or similar restrictions, as the case may be.

The BAC shall determine or validate the existence of the State of Calamity, or implementation of community quarantine or similar restrictions and may require the submission of documentary proof for this purpose.

**VI. Submission of Original Bid Documents**

The BAC shall notify the Lowest/Single Calculated Bidder and request for the submission of original bid documents for post qualification and evaluation.

**VII. Tie-Breaking Method in Case of Two or More Bidders are Determined and Declared as the Lowest Calculated Responsive Bidder (LCRB), using the Dicing method with the following mechanics:**

1. Based on the time sequence of bid submission of eligible Bidders, the BAC Chair or representative shall roll the dice in a designated container, in favour of the first Bidder or Bidder A, Bidder B and so on.

2. For each Bidder, the BAC Chair or representative shall roll the dice three (3) times and the total points shall be the sum of the dots to make the final score.
3. The determination of the winner shall be based on the highest points earned in the final score.
4. In case of another tie, the BAC Chair or representative shall repeat the method of tie breaking until a winner is declared.

For guidance and information of all concerned.

**Atty. EDELYN A. DUNGAN-CLAUSTRO**  
BAC Chairperson

**FORMAT FOR BID SUBMISSION THRU EMAIL**

PROJECT TITLE: **Bidding for Comprehensive Health Care and Medical Service  
Plan of the Overseas Personnel Assigned in the Migrant  
Workers Office at Foreign Posts**

IDENTIFICATION NO.: **PB-05-2023**

**SUBMITTED BY:**

\_\_\_\_\_  
(Printed Name and Designation)  
Authorized Representative

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Contact Nos.

\_\_\_\_\_  
Fax No.

[Attached two (2) password-protected Bidding Documents in compressed archive folders, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements as specified in the bidding documents, and the second shall contain the financial component of the bid.]



## **BIDDING FORMS**

- 1. Bid Form**
- 2. Contract Agreement Form**
- 3. Omnibus Sworn Statement**
- 4. Bid Securing Declaration Form**
- 5. Statement of all Ongoing Gov't & Private Contracts**
- 6. Statement of SLCC in Gov't & Private Contracts completed**
- 7. Price Schedule**

**Bid Form for the Procurement of Goods**  
*[shall be submitted with the Bid]*

**BID FORM**

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

Project Identification No. : \_\_\_\_\_

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

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

If our Bid is accepted, we undertake:

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

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

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

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

_____	_____
_____	_____
_____	_____

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

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

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

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

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

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

Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

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

**Contract Agreement Form for the Procurement of Goods (Revised)**

*[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]*

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**CONTRACT AGREEMENT**

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:

- i. Philippine Bidding Documents (PBDs);
  - i. Schedule of Requirements;
  - ii. Technical Specifications;
  - iii. General and Special Conditions of Contract; and
  - iv. Supplemental or Bid Bulletins, if any

Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents 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;

Performance Security;

Notice of Award of Contract; and the Bidder’s conforme thereto; and

Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.

4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

*[Insert Name and Signature]*  
*[Insert Signatory's Legal Capacity]*

*for:*  
*[Insert Procuring Entity]*

*[Insert Name and Signature]*  
*[Insert Signatory's Legal Capacity]*

*for:*  
*[Insert Name of Supplier]*

**Acknowledgment**

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

**Omnibus Sworn Statement (Revised)**  
***[shall be submitted with the Bid]***

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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]*

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

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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]*

## Statement of all Ongoing Gov't & Private Contracts

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

Business Name : \_\_\_\_\_  
 Business Address : \_\_\_\_\_

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

Note: This statement shall be supported with:  
 Notice of Award and/or Notice to Proceed / Letter of Confirmation or similar documents (signed by the owner or authorized representative) in terms of contract price  
*The "Undelivered Portion" column pertains to the contract balance.*

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



## Statement of SLCC in Gov't & Private Contracts completed

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

Business Name : \_\_\_\_\_

Business Address : \_\_\_\_\_

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

Note: This statement shall be supported with:

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

Submitted by : \_\_\_\_\_  
(Printed Name & Signature)

Designation : \_\_\_\_\_

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

**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: \_\_\_\_\_

