



REPUBLIC OF THE PHILIPPINES  
**PRESIDENTIAL COMMUNICATIONS OPERATIONS OFFICE**  
*Tanggapang Pampanguluhan sa Operasyong Komunikasyon*  
*Ermita, City of Manila*

# **BIDS AND AWARDS COMMITTEE**

## **BIDDING DOCUMENTS**

For the

### **Early Procurement of SARS COV-2 Rapid Antibody (Ab) Tests for the Freedom of Information (FOI) Activities and Programs**

**(Procurement/Contract No. 2021-09-002-EPA)**

**Sixth Edition  
November 2021**

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# *Glossary of Acronyms, Terms, and Abbreviations*

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

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

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

**EXW** – Ex works.

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

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

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

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

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

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



REPUBLIC OF THE PHILIPPINES  
**PRESIDENTIAL COMMUNICATIONS OPERATIONS OFFICE**  
*Tanggapang Pampanguluhan sa Operasyong Komunikasyon*  
Ermita, City of Manila

## **INVITATION TO BID**

FOR THE

### **Early Procurement of SARS COV-2 Rapid Antibody (Ab) Tests for the Freedom of Information (FOI) Activities and Programs** (Procurement/Contract No. 2021-09-002-EPA)

1. The Presidential Communications Operations Office (PCOO), through the National Expenditure Program for 2022 intends to apply the sum of Four Hundred Fifty Thousand Pesos (PhP450,000.00) being the proposed Approved Budget for the Contract (ABC) to payments under the contract for the Early Procurement of SARS COV-2 Rapid Antibody (Ab) Tests for the Freedom of Information (FOI) Activities and Programs (Procurement/Contract No. 2021-09-002-EPA). Bids received in excess of the ABC shall be automatically rejected at bid opening.

The Contract to be awarded shall be subject to GPPB Guidelines on the implementation of Early Procurement Activity (GPPB Circular 06-2019) which provides that this contract may only be awarded upon the approval and effectivity of the General Appropriations Act (GAA) of 2022 or the reenacted budget, and the ABC therefor remains without any reduction. In the event that the amount authorized for this procurement has been reduced, the project may still be awarded to the recommended winning bidder if the contract price is within the amount authorized in the 2022 GAA or the reenacted budget.

2. The PCOO now invites bids for the above procurement project. Supply and delivery thereof is required within seven (7) calendar days from the receipt of the Notice to Proceed. Bidders should have completed within one (1) year 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 via electronic or online means using a non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

In compliance with GPPB Resolution 09-2020 entitled, “Approving Measures for the Efficient Conduct of Procurement Activities during a State of Calamity or Implementation of Community Quarantine or Similar Restrictions”, the PCOO Bids and Awards Committee - I confirms, adopts, and approves measures for online or electronic bidding, as recommended by the GPPB-TSO, for the efficient conduct of all procurement activities, regardless of the procurement modality, during the pandemic.

In view of this, the procedure for this procurement project shall be in accordance with PCOO BAC Resolution No. 2020-0018-A for the Amended Online Bidding Guidelines

and the Bidder's Kit, collectively attached hereto as Annex "A." GPPB forms and other bidding forms are herein attached as Annex "B."

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 the PCOO BAC Secretariat and through the e-mail address given below and inspect the Bidding Documents posted at the PCOO website
5. A complete set of Bidding Documents, in digital copy, may be acquired by interested Bidders starting **19 November 2021** from the PCOO website given below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the following amount of **PhP500.00**.

It may also be downloaded from the website of the Philippine Government Electronic Procurement System (PhilGEPS), provided that bidders shall pay the applicable fee/s for the Bidding Documents not later than the submission of their bids

Interested Bidders may opt to purchase the Bidding Documents in-person or through money transfer with the assistance of the BAC Secretariat. For further instructions on the purchase and payment of the Bidding Documents, interested Bidders shall contact the BAC Secretariat through e-mail at [bacl@pco.gov.ph](mailto:bacl@pco.gov.ph).

The Procuring Entity shall allow the bidder to present its proof of payment for the fees by sending a clear scanned copy of Official Receipt issued by the PCOO Cashier's Office **on or before the deadline of submission of bids**.

6. The PCOO, which shall be open to prospective bidders. will hold a Pre-Bid Conference on **29 November 2021** at **11:00AM** through video conference via Zoom, which link shall be provided a day before the said conference. A pre-registration shall be required for all interested suppliers in order to access the video conferences and to participate further in the procurement activities as scheduled. Those interested bidders must provide complete information in the Google Forms which may be accessed via this link: <https://forms.gle/xvNx6HDVJDXBs3RPA>.

Prospective bidders are encouraged to discuss any concerns or clarifications about the eligibility requirements including the technical specifications in the said conference.

7. Bids must be duly received and acknowledged by the BAC Secretariat through online or electronic submission **on or before 13 December 2021** at **8:00AM** in the manner compliant with the submission of eligibility documents for public bidding and in accordance with the above-mentioned PCOO BAC Resolution No. 2020-0018-A for the Amended Online Bidding Guidelines and the Bidder's Kit. Late bids shall not be accepted



8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14. Further, pursuant to GPPB Resolution No. 09-2020, the PCOO shall allow the bidder to submit an unnotarized Bid Securing Declaration (BDS), as alternate documentary requirement subject to compliance therewith by the winning bidder after award and before payment of the contract
9. Bid opening shall be **on 13 December 2021 at 10:30 AM** via Zoom video conferencing. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. Prospective bidders are requested to organize and submit their Bids electronically in accordance with the PCOO-BAC Amended Online Guidelines and suppliers are hereby reminded, as follows:
  - a) The submission of the Legal and Technical Documents (First Envelope) and Financial Documents (Second Envelope) shall be in a password-protected ZIP folder and PDF file;
  - b) There shall be **four (4) different passwords required**: one (1) unique password for the ZIP folder of First Envelope; one (1) unique password for the PDF file under the ZIP folder of First Envelope; one (1) unique password for the ZIP folder of the Second Envelope; and one (1) unique password for the PDF file under the ZIP folder of the Second Envelope;
  - c) The password-protected PDF file in the First Envelope shall contain the scanned original copy of the consolidated Legal and Technical documents. Said PDF file shall be assigned the file name, "PCOO Bidding No. 2021-09-002-EPA; (Name of Bidder); Legal and Technical Documents." There should be one (1) unique password for this PDF file;
  - d) The password-protected PDF file in the Second Envelope shall contain the scanned original copy of the consolidated Financial documents. Said PDF file shall be assigned the file name "PCOO Bidding No. 2021-09-002-EPA (Name of Bidder); Financial Documents." There should be one (1) unique password for this PDF file; and
  - e) In any case where the files to be submitted exceed the size limit of the e-mail, the bidder may submit their bid via separate e-mails, provided, that the subject line for each mail should indicate to which part of the several it corresponds to (i.e., Part 1 of Legal and Technical Documents, Part 2 of Legal and Technical Documents, etc.). One set of passwords for the said components may be allowed in case of splitting, provided that the passwords for the Eligibility Requirements are separate and distinct from the Financial Requirements

To facilitate the evaluation of documents, the bidder is encouraged to include a table of contents per PDF file, corresponding page numbers, and title pages before the actual document. For reference, the sample format may be downloaded via these links: [Legal and Technical](#); [Financial](#).

In case the bidder fails to submit any or all of the documentary requirements in a password-protected PDF files, the bid/quotation will automatically be disqualified and shall be declared as “FAILED” and the supplier will no longer be allowed to participate further in the procurement activities scheduled for this Project.

After the opening and evaluation of bids, the BAC, its staff and personnel, Secretariat and Technical Working Group (TWG), as well as Observers are prohibited from making or accepting any communication with any bidder regarding the evaluation of their bids until issuance of Notice of Award (NOA). However, the BAC, through its Secretariat, may ask in writing the bidder for clarification of its request in writing. All responses to requests for clarification shall be in writing.

11. Upon the award of contract, one [1] percent (%) of the total contract price shall be retained by the Procuring Entity to cover the Supplier’s warranty obligations pursuant to Section 62.1 of the 2016 RIRR of RA No. 9184, for a period of one (1) year after acceptance of the delivered supplies. The said amount shall only be released after the lapse of the warranty period. Provided, however, that the supplies delivered are free from patent and latent defects and all the conditions imposed under the contract have been fully met.
12. The PCOO 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 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders

For further information, please refer to:

**ATTY. MARK WAYNE E. EUBANK**

Head, Bids and Awards Committee

Office of the Bids and Awards Committee Secretariat

7th Floor, Times Plaza

United Nations Ave., Ermita,

City of Manila

Phone No.: +63 917 7178213

E-mail Address: [bacl@pco.gov.ph](mailto:bacl@pco.gov.ph)

Website: [pcoo.gov.ph](http://pcoo.gov.ph)

Issued on **15 November 2021**

ORIGINAL SIGNED

**ASec. OMAR V. ROMERO**

Chairperson

Bids and Awards Committee – I

## CERTIFICATION

The Schedule of Requirements and Technical Specifications are in conformity with the requirements of the end-user unit:	This Procurement Project is included in the National Expenditure Program:	
ORIGINAL SIGNED <b>JAYA V. ILLUSTRISIMO</b> End-user Representative	ORIGINAL SIGNED <b>MA. ALMA A. FRANCISCO</b> Budget Officer V	
Prepared by:	Reviewed and revised by:	Approved for release by:
ORIGINAL SIGNED <b>MARY WILLEN DJ. RENOMERON</b> BAC Secretariat AOIV, Procurement Division	ORIGINAL SIGNED <b>JOY MARIE P. PALOMA</b> BAC Secretariat /Officer-in-Charge, Procurement Division	ORIGINAL SIGNED <b>ATTY. MARK WAYNE E. EUBANK</b> Head, BAC Secretariat Focal for Procurement Division

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

## **1. Scope of Bid**

The Procuring Entity, **Presidential Communications Operations Office**, wishes to receive Bids for the Early Procurement of SARS COV-2 Rapid Antibody (Ab) Tests for Freedom of Information (FOI) Activities and Programs, with Identification number 2021-09-002-EPA.

## **2. Funding Information**

2.1. The GOP through the source of funding as indicated below for **2022** in the amount of **Four Hundred Fifty Thousand Pesos (PhP450,000.00)**.

2.2. The source of funding is the **National Expenditure Program**.

## **3. Bidding Requirements**

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

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

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

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

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

## **5. Eligible Bidders**

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

5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;

- ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is 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. The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## **6. Origin of Goods**

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

## **7. Subcontracts**

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

The Procuring Entity has prescribed that **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 through Zoom videoconferencing 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 one (1) year** 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.
- b. For Goods offered from abroad:
  - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

### **13. Bid and Payment Currencies**

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

13.2. Payment of the contract price shall be made in Philippine Pesos.

### **14. Bid Security**

14.1. The Bidder shall submit a Bid Securing Declaration 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 **19 March 2022**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### **15. Sealing and Marking of Bids**

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

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

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



## 16. Deadline for Submission of Bids

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

## 17. Opening and Preliminary Examination of Bids

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

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

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

## 18. Domestic Preference

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

## 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as: **One Project having several items that shall be awarded as one contract.**
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA

No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## **20. Post-Qualification**

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

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

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

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

# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. Those contracts which involve goods and services of the same nature and complexity as the subject matter of the project being procured (<i>GPPB Non-Policy Matter No. 159-2017</i>); and</li> <li>b. Completed within <b>one (1) year</b> prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	Subcontracting is not allowed.
12	No further instruction.
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>PHP9,000.00</b>, 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>PHP22,500.00</b>, if bid security is in Surety Bond.</li> </ul>
19.3	The proposed Approved Budget for the Contract for the Early Procurement of Prepaid Load Cards is <b>PhP450,000.00</b>
20.2	<p>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 the following:</p> <ul style="list-style-type: none"> <li>a. original/physical copies of the technical and legal documents, and financial documents submitted and subjected to preliminary examination during bid opening;</li> <li>b. 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 Bidding Documents and Supplemental/Bid Bulletin.</li> <li>c. Department of Health Certification re Certified Covid Testing Center / Facility.</li> <li>d. FDA certification and certification from all relevant government regulatory agencies, as applicable re Test Kits.</li> </ul>
21.2	No further instruction.

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

## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

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

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

## 3. Performance Security

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

## 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. 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**

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

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

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

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

## *Section V. Special Conditions of Contract*



## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p>Supply and delivery of the goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements)</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is, <b>Ms. Carla Bianca O. Serut, End User Representative, Freedom of Information (FOI-OUAF)</b> of PCOO.</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>

**Transportation –**

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.

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.

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.

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.

2.2	No further instructions.
4	The inspections and tests shall be done as required under Section VII. Technical Specifications.

## ***Section VI. Schedule of Requirements***

## Schedule of Requirements

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

ITEM NO.	DESCRIPTION	QUANTITY	DELIVERY SCHEDULE
1	Early Procurement of SARS COV-2 Rapid Antibody (Ab) Tests for the Freedom of Information (FOI) Programs and Activities (Details in Sec. VII. Technical Specifications)	500 units	Delivery within one (1) year after issuance of the Notice to Proceed (NTP) or until the 500 tests are sooner consumed.

Conforme:

Name of Bidder : \_\_\_\_\_  
 Designation : \_\_\_\_\_  
 Name of Company : \_\_\_\_\_

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

# Technical Specifications

Bidders must state “**Comply**” in the column “**Statement of Compliance**” against each of the individual parameters of each “Specifications.”

ITEM NO.	DESCRIPTION	STATEMENT OF COMPLIANCE
<b>Early Procurement of SARS COV-2 Rapid Antibody (Ab) Tests for the Freedom of Information (FOI) Programs and Activities</b>		
1 lot	Supply and Delivery of SARS-COV-2 Rapid Antibody (Ab) Test with a certificate; total of five hundred (500) units	
	The prospective supplier must be accredited by the Department of Health (DOH).	
	Test Kits must be approved by the FDA and all relevant government regulatory agencies.	
	The prospective supplier will conduct on site testing; can accommodate minimum of 30 pax per session.	
	Result must be released within thirty [30] minutes after testing.	
	The administering staff shall be licensed/accredited by DOH or other authorized government institution.	
	The conduct of the test must be upon the request of the end-user with three [3] or five [5] days prior notice depending on the requirement of the activity or travel.	
	The prospective supplier must provide at least two [2] to three [3] duly licensed and trained administering staff per session during the conduct of testing.	
	Delivery within one (1) year after issuance of the Notice to Proceed (NTP) or until the 500 tests are sooner consumed.	

Conforme:

Name of Bidder : \_\_\_\_\_  
 Designation : \_\_\_\_\_  
 Name of Company : \_\_\_\_\_

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

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

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

#### Technical Documents

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

#### Financial Documents

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



A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

***Class "B" Documents***

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

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

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

**25 FINANCIAL COMPONENT ENVELOPE**

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

