

PHILIPPINE BIDDING DOCUMENTS

Procurement of GOODS

Government of the Republic of the Philippines

SUPPLY AND DELIVERY OF DRUGS AND MEDICINES

(EPA)

IB No. 2021-87-G

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.

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	4
Section I. Invitation to Bid.....	7
Section II. Instructions to Bidders.....	10
1. Scope of Bid	10
2. Funding Information.....	10
3. Bidding Requirements	10
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	10
5. Eligible Bidders.....	10
6. Origin of Goods	12
7. Subcontracts	12
8. Pre-Bid Conference	12
9. Clarification and Amendment of Bidding Documents	12
10. Documents comprising the Bid: Eligibility and Technical Components	12
11. Documents comprising the Bid: Financial Component	13
12. Bid Prices	13
13. Bid and Payment Currencies	14
14. Bid Security	14
15. Sealing and Marking of Bids	14
16. Deadline for Submission of Bids	14
17. Opening and Preliminary Examination of Bids	15
18. Domestic Preference	15
19. Detailed Evaluation and Comparison of Bids	15
20. Post-Qualification	16
21. Signing of the Contract	16
Section III. Bid Data Sheet	Error! Bookmark not defined.
Section IV. General Conditions of Contract	23
1. Scope of Contract	23
2. Advance Payment and Terms of Payment	24
3. Performance Security	24
4. Inspection and Tests	24
5. Warranty	24
6. Liability of the Supplier	25
Section V. Special Conditions of Contract	26
Section VI. Schedule of Requirements	27
Section VII. Technical Specifications	27
Section VIII. Checklist of Technical and Financial Documents	28

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.

FAR NORTH LUZON GENERAL HOSPITAL & TRAINING CENTER
QUIRINO, LUNA, APAYAO

INVITATION TO BID FOR
SUPPLY AND DELIVERY OF DRUGS AND MEDICINES (EPA)
IB No. 2021-87-G

1. The *FAR NORTH LUZON GENERAL HOSPITAL & TRAINING CENTER*, through the 2022 *FUND* intends to apply the sum of *TWELVE MILLION NINETY-FIVE THOUSAND EIGHT HUNDRED FORTY-SEVEN PESOS AND 56/100 (₱12,095,847.56)* being the ABC to payments under the contract for *SUPPLY AND DELIVERY OF DRUGS AND MEDICINES*. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.
2. The *FNLGHTC* now invites bids for the above Procurement Project. Delivery of the Goods is required by *[30 DAYS]*. Bidders should have completed, within *[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.
 - a. 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 *[Far North Luzon General Hospital & Training Center, Procurement Office - Administrative Building]* and inspect the Bidding Documents at the address given below during *[Monday – Friday, 8:00AM – 5:00PM]*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on *[November 18-December 8, 2021]* from the given address and website(s) below *[upon payment of Twenty-Five Thousand Pesos (₱25,000.00)]*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person*.
6. The *[Far North Luzon General Hospital & Training Center]* will hold a Pre-Bid Conference¹ on *[November 26,2021, 10:00AM]* at *[meet.google.com/ixy-ebcr-mju]* which shall be open to prospective bidders.

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before *[December 8, 2021,10:00 AM]*. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on *[December 8, 2021,10:00 AM]* at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The *[Far North Luzon General Hospital and Training Center]* 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:

*[JULIET A. CABRERA]
[PROCUREMENT OFFICE]
[FAR NORTH LUZON GENERAL HOSPITAL & TRAINING
CENTER, QUIRINO LUNA, APAYAO]
[julietcabrera30@yahoo.com]
[0918-9065148]*

12. You may visit the following websites:

For downloading of Bidding Documents: *[<http://fnlghtc.doh.gov.ph>]*

FELIPE R. AGBISIT, MD, FPSMS, MHA
BAC CHAIRMAN

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *[FNLGHTC]* wishes to receive Bids for the *[Supply and Delivery of Drugs and Medicines) for FNLGHTC]*, with identification number *[IB no. 2021-87-G]*.

The Procurement Project (referred to herein as “Project”) is composed of one 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 2022 in the amount of *[12,095,847.56]*.

2.2. The source of funding is:

a. NGA, the General Appropriations Act or Special Appropriations(MAIP)

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 or 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. 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 the procurement of Expendable Supplies: 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.
 - c. 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 or twenty-five percent (25%) in the case of expendable supplies*] 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.**
- 7.2. *Not applicable*
- 7.3. *Not applicable*
- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address 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 *[Two 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.
 - 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:
 - a. Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² 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 [_____]. 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 original, copy one and copy two 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**.

² In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring 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 follows:

Option 3 - One Project having several items, which shall be awarded as separate contracts per item.

- 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

ITB Clause			
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. <i>[Supply and Delivery of Drugs and Medicines]</i> b. Completed within [2 Years] prior to the deadline for the submission and receipt of bids. 		
7.1	<i>"Subcontracting is not allowed."</i>		
12	The price of the Goods shall be quoted DDP <i>[in Philippines]</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.		
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than 2% of the ABC to be bid if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than 5% of the ABC to be bid if bid security is in Surety Bond. 		
19.3	sachet	Acetylcysteine 600mg effervescent tablet/sachet	2,000
	bot	Aluminum Magnesium Hydroxide 225mg/200mg/5ml, 120ml susp.	576
	tab	Aluminum Magnesium Hydroxide 200mg/100mg tablet	2,000
	vial	Amikacin sulfate 125mg/ml, 2ml vial (IM/IV)	1,200
	amp	Aminophylline 25mg/ml, 10ml amp (IV/IM)	200
	tab	Amiodarone 200mg tablet	200
	tab	Amlodipine 10mg tablet	6,000
	tab	Amlodipine 5mg tablet	7,000
	caps	Amoxicillin 250mg capsule	1,200
	caps	Amoxicillin 500mg capsule	1,200
	bot	Amoxicillin 250mg/5ml, 60ml susp.	72
	vial	Ampicillin Na 1g vial (IM/IV)	2,000
	vial	Ampicillin Na 250mg vial (IM/IV)	3,500
	vial	Ampicillin Na 500mg vial (IM/IV)	1,500

vial	Ampicillin+Sulbactam 750mg vial (IM/IV)	1,000
tab	Ascorbic acid 500mg tablet	16,000
tab	Atenolol 100mg tablet	400
tab	Atenolol 50mg tablet	400
tab	Azithromycin 500mg tablet	1,400
bot	Azithromycin 200mg/ml, 15ml bottle	50
vial	Azithromycin 500mg vial	100
ned	Budesonide 250mcg/ml, 2.5ml resp. soln.	600
amp	Bupivacaine Hcl 0.5% 5ml amp	1,200
amp	Bupivacaine Hcl 0.5% 5ml amp (isobaric)	100
vial	Butorphanol Tartrate 2mg/ml, 1ml vial (IM/IV)	100
bot	Carboprost 250mcg/1ml amp (IM)	50
tab	Carvedilol 6.25mg tablet	2,400
tab	Carvedilol 25mg tablet	1,000
bot	Cefalexin 250mg/5ml, 60ml powder susp.	72
caps	Cefalexin 500mg capsule	4,000
vial	Cefoxitin Na 1g vial (IM/IV)	600
vial	Ceftriaxone 1g vial (IM/IV)	6,000
tab	Cefuroxime axetil 500mg tablet	6,000
vial	Cefuroxime Na 750mg vial (IM/IV)	6,000
caps	Celecoxib 200mg capsule	10,000
tab	Cetirizine 10mg tablet	2,000
tab	Cilostazol 100mg tablet	400
tab	Ciprofloxacin 500mg tablet	2,000
vial	Ciprofloxacin 2mg/ml, 100ml vial (IV)	1,200
bot	Co-amoxiclav 200mg/28.5/5ml, 70ml powder susp.	72
tab	Co-amoxiclav 625mg (500/125mg) tablet	6,000
vial	Dexamethasone 4mg/ml, 2ml vial (IM/IV)	3,000
amp	Diclofenac Na 25mg/ml, 3ml amp (IM/IV)	14

tab	Diloxanide 500mg tablet	200
tab	Diltiazem 60mg tablet	400
tab	Domperidone 10mg tablet	3,000
tab	Dydrogesterone 10mg tablet	200
tab	Enalapril maleate 5mg tablet	200
tab	Enalapril maleate 20mg tablet	200
tab	Enalapril+Hydrochlorothiazide 20mg/12.5mg tablet	200
PFS	Enoxaparin 100mg/ml, 0.4ml pre-filled syringe	1,200
PFS	Enoxaparin 100mg/ml, 0.6ml pre-filled syringe	100
tab	Eperisone 50mg tablet	3,000
PFS	Epoetin alfa 4000IU/0.4ml, pre-filled syringe (IV/SC)	2,000
tab	Felodipine 5mg tablet	3,000
tab	Felodipine 10mg tablet	3,000
caps	Fenofibrate 160mg capsule	200
caps	Fenofibrate 200mg capsule	300
caps	Ferrous salt+folic acid 60mg/400mcg capsule	10,000
bot	Ferrous sulfate (15mg/0.6ml), 15ml Oral drops	20
bot	Ferrous sulfate (30mg/5ml), 60ml syrup	20
tab	Finasteride 5mg tablet	600
caps	Flunarizine HCL 5mg capsule	100
tab	Gliclazide 30mg tablet	400
bot	Hydrocortisone 100mg vial (IM/IV)	6,000
tube	Hydrocortisone 1% cream, 10grams	100
pack	Hydroxyethyl Starch 6% soln.,500ml (IV Infusion)	40
tab	Hydroxyzine 25mg tablet	400
tab	Hyoscine 10mg tablet	5,000
amp	Hyoscine 20mg/ml, 1ml amp (IM/IV)	3,000
bot	Hypromellose Ophthalmic Soln. 0.3%, 10ml	40
bot	Ibuprofen 100mg/5ml, 60ml susp.	40

bot	Ibuprofen 200mg/5ml, 60ml susp.	72
tab	Ibuprofen 400mg tablet	1,200
vial	Insulin, Regular (Recombinant DNA human)100IU/ml,10ml Vial	60
vial	Insulin (Biphasic Isophane) 70/30 in 100IU/ml, 10ml	12
bot	Iopamidol 612mg/ml equiv. to 300mg Iodine, 50ml	100
bot	Iopamidol 775mg/ml equiv. to 370mg Iodine, 50ml	100
bot	Iopromide 300mg/ml equiv. to 623mg Iodine, 50ml	100
bot	Iopromide 370mg/ml equiv. to 769mg Iodine, 50ml	100
neb	Ipratropium 250mcg/ml, 2ml resp. soln.	100
neb	Ipratropium+Salbutamol 500mcg/2.5mg/2.5ml resp. soln.	1,000
tab	Irbesartan 300mg tablet	800
tab	Irbesartan+Hydrochlorothiazide 150mg+12.5 mg tablet	200
bot	Isoflurane inhalation, 100ml bottle	20
tab	Isosorbide dinitrate 10mg tablet	100
amp	Ketorolac tromethamol 30mg/ml, 1ml amp (IM/IV)	7,000
bot	Lactulose 3.3g/5ml (66%), 120ml syrup	600
tab	Lamotrigine 50mg tablet	600
tab	Lamotrigine 100mg tablet	600
tab	Lanzoprazole 30mg tablet	1,000
tab	Levetiracetam 500mg tablet	1,500
bot	Levetiracetam 100mg/ml, 300ml vial	10
bot	Levodopa+Carbidopa 100mg/25mg tablet	600
bot	Levodopa+Carbidopa 250mg/25mg tablet	600
bot	Levofloxacin 5mg/ml, 150ml vial	50
tab	Levothyroxine 50mcg tablet	400
tab	Levothyroxine 100mcg tablet	400
bot	Lipids 20%, 250ml bottle	400
tab	Loratadine 10mg tablet	600
bot	Mebendazole 100mg/5ml, 60ml susp.	20

tab	Mebendazole 500mg tablet	100
caps	Mefenamic acid 250mg capsule	1,200
caps	Mefenamic acid 500mg capsule	12,000
tab	Methimazole 5mg tablet	1,000
tab	Methimazole 10mg tablet	200
tab	Methylprednisolone 16mg tablet	2,000
vial	Methylprednisolone 125mg/2ml vial+diluent	50
vial	Methylprednisolone 1g vial+diluent	20
tab	Metoprolol 100mg tablet	400
tab	Metoprolol 50mg tablet	1,000
vial	Metronidazole 5mg/ml, 100ml vial (IV)	3,000
amp	Midazolam 5mg/ml, 1ml amp (IM/IV)	800
tab	Montelukast 10mg tablet	3,000
tab	Moxifloxacin 400mg tablet	600
caps	Multivitamins for adults, capsule	4,000
tab	Naproxen 550mg tablet	1,000
amp	Nicardipine 1mg/ml, 10ml amp (IV)	600
caps	Nifedipine 10mg capsule	100
caps	Nifedipine 30mg capsule	300
tab	Nimodipine 30mg tablet	2,000
bot	Ofloxacin ear drops 0.3%, 5ml bottle	60
bot	Ofloxacin eye drops 0.3%, 5ml bottle	60
caps	Omeprazole 20mg capsule	2,000
caps	Omeprazole 40mg capsule	6,000
vial	Omeprazole 40mg powder vial (IV)	6,000
amp	Oxytocin 10IU/ml, 1ml amp (IM/IV)	2,500
bot	Paracetamol 250mg/5ml, 60ml syrup	288
tab	Paracetamol 500mg tablet	4,000
caps	Phenytoin 100mg capsule	600

amp	Phytomenadione 10mg/ml, 1ml amp (IM/IV)	1,500
vial	Piperacillin+Tazobactam 2g+250mg vial (IV)	1,500
vial	Piperacillin+Tazobactam 4g+500mg vial (IV)	3,500
tab	Potassium chloride 600mg tablet	6,000
Bot	Prednisolone Eye drops 0.5%, 5ml Bottle	30
Bot	Prednisolone Eye drops 1%, 5ml Bottle	30
tab	Propranolol Hcl 10mg tablet	400
tab	Propranolol Hcl 40mg tablet	300
tab	Propylthiouracil 50mg tablet	400
tab	Ranitidine 150mg tablet	200
tab	Ranitidine 300mg tablet	200
vial	Remdesivir 100mg lyophilized powder for inj.	2,000
tab	Rifaximin 200mg tablet	1,000
tab	Risperidone 2mg tablet	200
MDI	Salbutamol Breath-actuated MDI, 100mcg/dosex200 doses	100
tab	Sambong 500mg tablet	6,000
tab	Sevelamer Carbonate 800mg tablet	300
bot	Sevoflurane Inhalation gas 250ml bot.	2
tab	Sodium Bicarbonate 650mg tablet	12,000
amp	Somatostatin 250mcg amp	20
amp	Somatostatin 3mg amp	10
tab	Sucralfate 1g tablet	3,000
caps	Tramadol Hcl 50mg capsule	2,000
amp	Tramadol Hcl 50mg/ml, 1ml amp (IM/IV/SC)	3,000
tab	Trimetazidine 35mg tablet	3,000
vial	Tuberculin, Purified Protein Derivative (PPD) 5TU/0.1ml freeze-dried powder + 2ml diluent amp	700
amp	Vaccine, Tetanus toxoid 0.5ml amp	800
caps	Vitamin B-complex 100mg/5mg/50mcg CAPSULE	6,000
bot	Zinc sulfate 27.5mg/ml,(10mg Elemental Zinc), 15ml	144

	bot	Zinc sulfate 55mg/5ml,(20mg Elemental Zinc), 60ml	144	
	tab	Zolpidem 10mg tablet	600	
	vial	Adenosine 3mg/ml, 2ml vial	50	
	amp	Amiodarone 50mg/ml, 3ml (IV)	50	
	vial	Calcium Gluconate 10%, 10ml amp (IV)	100	
	amp	Diazepam 5mg/ml, 2ml amp (IM/IV)	200	
	amp	Epinephrine 1mg/ml, 1ml amp (IM/SC)	1,000	
	amp	Furosemide 10mg/ml, 2ml amp (IM/IV)	7,000	
	amp	Isosorbide dinitrate 1mg/ml, 10ml amp (IV)	100	
	tab	Isosorbide dinitrate 5mg SL tablet	400	
	vial	Lidocaine Hcl 2%, 50ml vial	200	
	amp	Metoclopramide 5mg/ml, 2ml amp (IM/IV)	1,600	
	amp	Norepinephrine 1mg/ml, 2ml amp (IV)	3,000	
	amp	Paracetamol 150mg/ml, 2ml amp (IM/IV)	7,000	
	amp	Phenytoin 50mg/ml, 2ml amp (IV)	600	
	neb	Salbutamol 1mg/ml, 2.5ml resp. soln.	1,500	
	amp	Sodium Bicarbonate 1meq/ml, 20ml amp (IV)	600	
	amp	Verapamil 2.5mg/ml, 2ml ampule	20	
	Ampule	Vitamin B-complex 100mg/100mg/1mg, 3ml (IM/IV)	1,200	
	vial	Glucose (dextrose) 50%, 50ml vial (IV)	600	
	vial	Potassium chloride 2meq/ml, 20ml vial (IV)	600	
	bot	Mannitol 20%, 500ml bottle	400	
	bot	Sterile water for injection 50ml	2,500	
20.2	<i>Latest income and business tax returns filed and paid through the BIR Electronics Filing and Payment System (eFPS), ITR 2020-electronically filed</i>			
21.2	<i>Not Applicable</i>			

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. 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

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[Far North Luzon General Hospital and Training Center, Quirino, Luna, Apayao]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[Far North Luzon General Hospital and Training Center, Quirino, Luna, Apayao]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[Christopher Estelon]</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: <i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; 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
	<ol style="list-style-type: none"> 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. f. <i>[Specify additional incidental service requirements, as needed.]</i> <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>

		<i>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>
		Statement of Compliance

Section VIII. Checklist of Technical and Financial Documents

CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS

PROJECT:
APPROVED BUDGET FOR THE CONTRACT (ABC):
COMPANY:
DATE & TIME OF OPENING OF BIDS:

REQUIREMENTS	REMARKS	
	PASS	FAIL

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

1. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) or		
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2. Sworn Statement of Updated Data in PhilGEPS		
3. 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		
4. 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		
5. Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).		

Technical Documents

1. 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		
2. 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		
Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued or		
3. Original by the Insurance Commission; copy of Notarized Bid Securing Declaration; and		
4. Conformity with the Technical Specifications, which includes production/delivery schedule, manpower requirements , and/or after-sales/parts, if applicable; and		
5. Original duly signed Omnibus Sworn Statement (OSS); (10 items) 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

1. 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		
2. 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

1. 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.		
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II. FINANCIAL COMPONENT ENVELOPE

1. Original of duly signed and accomplished Financial Bid Form; and		
2. Original of duly signed and accomplished Price Schedule(s).		
3. Electronic copy of Financial Bid Form in USB (Excel Form)		

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

1. [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.		
2. Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity		

ANNEXES

1. Authorized Representative of the Company		
2. Official Receipt that Bid Documents were purchased (<i>photocopy but present original</i>)		
3. Company Profile (name of Company/Business Address/Telephone Numbers/E-mail Address)		
4. List and location of branches (if any)		
5. Bank Certification (for LDDAP purposes) a. Name of Account b. Account Number c. Branch of Bank d. That the Bank is a member of the clearing & settlement system		
6. List of Man Power and Organizational Chart		
7. PhilGEPS Documents Request List		
8. Latest ITR (electronically filed)		

_____RESPONSIVE

_____NON-RESPONSIVE

BAC Member
(Signature over Printed Name)

BAC Secretariat
(Signature over Printed Name)

TWG Member
(Signature over Printed Name)

Name of Authorized Representative
(Signature over Printed Name)

COA Representative
(Signature over Printed Name)

NGO Representative/Observer
(Signature over Printed Name)