



## PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

## SUPPLY AND DELIVERY OF DRUGS AND MEDICINES FOR 3RD QUARTER

IB NO. 2024-04-028-G

Government of the Republic of the Philippines

Sixth Edition July 2020

### **Preface**

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

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

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the "name of the Procuring Entity" and "address for bid submission," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be

- printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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# Glossary of Acronyms, Terms, and Abbreviations

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

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

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

EXW - Ex works.

**FCA** – "Free Carrier" shipping point.

**FOB** – "Free on Board" shipping point.

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

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

FNLGHTC - Far North Luzon General Hospital and Training Center

**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.



# Republic of the Philippines Department of Health FAR NORTH LUZON GENERAL HOSPITAL AND TRAINING CENTER Quirino, Luna, Apayao



# INVITATION TO BID FOR SUPPLY AND DELIVERY OF DRUGS AND MEDICINES FOR 3RD QUARTER

1. The Far North Luzon General Hospital and Training Center, through the Business Related Fund intends to apply the sum of Eleven Million Nine Hundred Thirty-Three Thousand Five Hundred Forty Pesos Four Centavos (Php11,933,540.04) being the ABC to payments under the contract for Supply and Delivery of Drugs and Medicines for 3<sup>rd</sup> Quarter / IB No. 2024-04-028-G. Bids received in excess of the ABC shall be automatically rejected at bid opening.

#### Line Item Procurement

Item	<u>m r rocure</u> Unit	Item Description	QTY	Unit	Total Cost
No.		_		Cost	
1	tab	Acetazolamide 250mg	100	14.93	1,493.00
2	sachet	Acetylcysteine 100mg granules for Oral Solution	200	12.00	2,400.00
3	tab	Aciclovir 200mg	100	15.00	1,500.00
4	tab	Aciclovir 400mg	300	27.44	8,232.00
5	vial	Albumin, Human 20%, 50ml Solution for IV Infusion	400	2,387.00	954,800.00
6	tab	Alprazolam 500mcg	100	17.33	1,733.00
7	amp	Amikacin sulfate 125mg/ml, 2ml Solution for Injection (IM/IV)	600	45.00	27,000.00
8	bot	Amoxicillin 100mg/ml, 15ml Oral Drops	40	22.00	880.00
9	tab	Ascorbic acid 500mg	15,000	2.10	31,500.00
10	vial	Benzylpenicillin 1M units Powder for Injection (IM/IV)	3,000	18.50	55,500.00
11	tab	Betahistine 24mg	600	30.00	18,000.00
12	tab	Betahistine 16mg	6,000	20.00	120,000.00
13	tab	Betahistine 8mg	2,000	15.00	30,000.00
14	strip	Bisacodyl 10mg rectal suppository	200	97.00	19,400.00
15	neb	Budesonide 250mcg/ml, 2ml Respiratory Suspension	1,500	63.75	95,625.00
16	amp	Bupivacaine HCl 0.5% 5ml Solution for Spinal Injection	2,000	79.45	158,900.00
17	amp	Calcium Gluconate 10%, 10ml Solution for Injection (IV)	600	119.00	71,400.00
18	bot	Cefalexin 250mg/5ml, 60ml Oral Suspension	144	58.00	8,352.00
19	vial	Cefazolin 1g vial powder for Injection (IM/IV)	3,000	80.00	240,000.00
20	bot	Cefixime 100mg/5ml , 60ml Oral Suspension	40	220.00	8,800.00
21	vial	Ceftazidime 1g powder for Injection (IM/IV)	2,500	120.00	300,000.00
22	vial	Ceftriaxone 1g powder for Injection (IM/IV)	8,000	65.00	520,000.00
23	bot	Cefuroxime 250mg/5ml, 50ml Oral Suspension	144	175.00	25,200.00
24	vial	Cefuroxime 750mg powder for Injection (IM/IV)	8,000	50.00	400,000.00
25	bot	Cetirizine 2.5mg/ml syrup, 10ml Oral Drops	144	125.00	18,000.00
26	bot	Cetirizine 1mg/ml syrup, 60ml	144	75.00	10,800.00
27	tab	Cinnarizine 25mg	4,000	3.00	12,000.00
28	bot	Clarithromycin 125mg/5ml, 50ml Oral Suspension	100	220.00	22,000.00
29	cap	Clindamycin 300mg	10,000	15.00	150,000.00
30	amp	Clonidine 150mcg/ml, 1ml Solution for Injection (IV)	20	110.00	2,200.00
31	bot	Co-amoxiclav 200mg/28.5/5ml, 70ml Oral Suspension	72	200.00	14,400.00
32	bot	Co-amoxiclav 400mg/57mg/5ml, 70ml Oral Suspension	72	299.97	21,597.84
33	bot	Dicycloverine 10mg/5ml Syrup, 60ml	30	35.00	1,050.00
34	tab	Domperidone 10mg	4,000	14.00	56,000.00
35	tab	Dydrogesterone 10mg	500	89.00	44,500.00

36	amp	Ephedrine Sulfate 50mg/ml, 1ml Solution for Injection (IM/IV)	200	81.50	16,300.00
37	tube	Erythromycin 0.5%, 5g Opthalmic Ointment	200	155.00	31,000.00
38	amp	Fentanyl Citrate 50mcg/ml, 2ml Solution for Injection (IM/IV)	300	58.00	17,400.00
39	tab	Furosemide 20mg	1,200	5.00	6,000.00
40	tab	Furosemide 40mg	1,200	6.40	7,680.00
41	amp	Gentamycin 40mg/ml, 2ml Solution for Injection (IM/IV)	2,500	29.45	73,625.00
42	vial	Hydrocortisone 250mg Powder for Injection (IM/IV)	1,200	90.00	108,000.00
43	amp	Hyoscine 20mg/ml, 1ml Solution for Injection (IM/IV)	10,000	30.00	300,000.00
44	vial	Hypromellose 0.3%, 10ml Opthalmic Solution	300	230.00	69,000.00
45	bot	Ibuprofen 200mg/5ml, 60ml Oral Suspension	144	74.00	10,656.00
46	tab	Ibuprofen 400mg	4,000	3.00	12,000.00
47	amp	Iron sucrose 20mg/ml, 5ml Solution for Injection (IV)	600	220.00	132,000.00
48	amp	Isosorbide dinitrate 1mg/ml, 10ml Solution for IV Infusion	200	544.00	108,800.00
49	amp	Ketorolac tromethamol 30mg/ml, 1ml Solution for Injection(IM/IV)	12,000	30.00	360,000.00
50	tab	Levetiracetam 500mg	1,000	16.38	16,380.00
51	tab	Levothyroxine 50mcg	1,200	5.60	6,720.00
52	vial	Lidocaine HCl 2%, 50ml Solution for Injection (IM/IV)	600	50.00	30,000.00
53	cap	Loperamide 2mg	200	2.50	500.00
54	cap	Mefenamic acid 250mg	1,000	1.40	1,400.00
55	tab	Methyldopa 250mg	2,000	15.00	30,000.00
56	amp	Methylergometrine 200mcg/ml, 1ml Solution for Injection (IM,IV)	400	89.98	35,992.00
57	vial	Methylprednisolone 1g Powder for Injection (IM/IV)	20	2,484.01	49,680.20
58	tab	Metoprolol 100mg	1,000	2.97	2,970.00
59	tab	Metoprolol 50mg	5,000	2.50	12,500.00
60	bot	Metronidazole 125mg/5ml, 60ml Oral Suspension	72	60.00	4,320.00
61	tab	Metronidazole 500mg	5,000	15.00	75,000.00
62	tab	Montelukast 10mg	4,000	16.00	64,000.00
63	bot	Multivitamins Syrup, 15ml Oral drops	144	58.00	8,352.00
64	tube	Mupirocin 2%, 15g Topical Ointment	400	135.00	54,000.00
65	amp	Nicardipine 1mg/ml, 10ml Solution for IV Infusion	1,500	385.00	577,500.00
66	cap	Nifedipine 10mg	800	8.50	6,800.00
67	amp	Norepinephrine 1mg/ml, 4ml Solution for Injection (IV)	6,000	450.00	2,700,000.00
68	cap	Omeprazole 20mg	4,000	4.00	16,000.00
69	cap	Omeprazole 40mg	8,000	8.00	64,000.00
70	vial	Oxacillin Na 500mg Powder for Injection (IM/IV)	2,000	90.00	180,000.00
71	tab	Pantoprazole 40mg	100	18.00	1,800.00
72	bot	Paracetamol 100mg/ml Syrup, 15ml Oral Drops	144	45.00	6,480.00
73	bot	Paracetamol 125mg/5ml Syrup, 60ml	144	22.00	3,168.00
74	bot	Paracetamol 250mg/5ml Syrup, 60ml	288	80.00	23,040.00
75	vial	Paracetamol 10mg/ml, 100ml Solution for IV Infusion	600	248.88	149,328.00
76	amp	Paracetamol 150mg/ml, 2ml Solution for Injection (IM/IV)	12,000	12.00	144,000.00
77	vial	Piperacillin+Tazobactam 4g+500mg Powder for Injection(IV)	6,000	225.00	1,350,000.00
78	tab	Potassium Chloride 600mg	1,200	15.60	18,720.00
79	tab	Potassium Citrate 10meq (1080mg)	12,000	12.00	144,000.00
80	tab	Prednisone 20mg	1,000	6.00	6,000.00
81	tab	Prednisone 10mg	1,000	4.25	4,250.00
82	tab	Propranolol HCl 10mg	3,000	7.70	23,100.00
83	tab	Propylthiouracil 50mg	3,500	15.00	52,500.00
84	tab	Ranitidine 150mg	300	1.68	504.00

85	tab	Rosuvastatin 20mg	2,000	7.98	15,960.00
86	tab	Sambong 500mg	12,000	6.50	78,000.00
87	tab	Sevelamer Carbonate 800mg	400	38.09	15,236.00
88	tube	Silversulfadiazine 1% 25g Topical Cream	100	129.78	12,978.00
89	tab	Sodium Bicarbonate 650mg tablet	3,000	3.98	11,940.00
90	tab	Spironolactone 25mg	3,000	11.20	33,600.00
91	tab	Sucralfate 1g	3,000	45.00	135,000.00
92	cap	Tamsulosin 200mcg	200	18.00	3,600.00
93	cap	Tamsulosin 400mcg Prolonged-Released	100	18.00	1,800.00
94	amp	Tetanus Antitoxin Refined, 1500IU/0,7ml	6,000	126.88	761,280.00
		Solution for Injection (IM/IV/SC)			
95	vial	Timolol 0.5%, 5ml Opthalmic Solution	40	359.75	14,390.00
96	cap	Tramadol HCl 50mg	2,000	4.50	9,000.00
97	amp	Tramadol HCl 50mg/ml, 1ml Solution for Injection (IM/IV)	4,000	15.00	60,000.00
98	cap	Tranexamic acid 500mg	3,000	12.00	36,000.00
99	tab	Ursodeoxycholic Acid 250mg	1,000	34.14	34,140.00
100	amp	Vitamin B-complex 100mg/100mg/1mg, 3ml Solution for Injection (IM/IV)	4,000	30.00	120,000.00
101	bot	Zinc sulfate 27.5mg/ml,(10mg Elemental Zinc), 15ml Oral drops	144	68.00	9,792.00
102	bot	Zinc sulfate 55mg/5ml,(20mg Elemental Zinc), 60ml Syrup	288	42.00	12,096.00
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- 2. The Far North Luzon General Hospital and Training Center now invites bids for the above Procurement Project. Delivery of the Goods is required within Thirty (30) Calendar Days. Bidders should have completed, within Two (2) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - 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 see opportunities Bidding Document through:
  - a. PhilGEPS https://notices.philgeps.gov.ph/
  - b. Agency Website <a href="https://fnlghtc.doh.gov.ph/invitation-to-bid/">https://fnlghtc.doh.gov.ph/invitation-to-bid/</a>)
  - c. HOPPS Bulletin Board located at Administrative Building, Far North Luzon General Hospital and Training Center, Quirino, Luna, Apayao;
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on April 4 23 2024 from the given address below and website(https://fnlghtc.doh.gov.ph/invitation-to-bid/), payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Twenty-Five Thousand Pesos** (**Php25,000.00**) must be made before opening of bids. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.
- 6. Payment of the applicable fee for the Bidding Documents must be made before opening of bids. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person by facsimile, or through electronic means.

- 7. The *FNLGHTC* will hold a Pre-Bid Conference<sup>1</sup> on *April 11, 2024, 10:00* am at *FNLGHTC*, *DAD's Hall Administrative Building* which shall be open to prospective bidders.
- 8. Bids must be duly received by the BAC Secretariat through **manual submission** at the office address indicated below, on or before *April 23, 2024, 10:00 am*. Late bids shall not be accepted.
- 9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 10. Bid opening shall be on *April 23, 2024, 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.
- 11. 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.
- 12. 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]
- 13. You may visit the following websites: For downloading of Bidding Documents: https://fnlghtc.doh.gov.ph/

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

<sup>-</sup>

<sup>&</sup>lt;sup>1</sup> 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.

## Section II. Instructions to Bidders

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

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

#### 1. Scope of Bid

The Procuring Entity, *Far North Luzon General Hospital and Training Center* wishes to receive Bids for the *Supply and Delivery of Drugs and Medicines* with identification number *IB NO. 2024-04-028-G*.

The Procurement Project (referred to herein as "Project") is composed of **102 Items**, 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 *Business Related Fund* in the amount of *Php11,933,540.04*.
- 2.2. The source of funding is:
  - a. NGA, 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. 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.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

#### 6. Origin of Goods

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

#### 7. Subcontracts

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

The Procuring Entity has prescribed that:

a. Subcontracting is not allowed.

#### 8. Pre-Bid Conference

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

#### 9. Clarification and Amendment of Bidding Documents

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

#### 10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII** (Checklist of Technical and Financial **Documents**).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *Two* (2) *years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

#### 11. Documents comprising the Bid: Financial Component

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

#### 12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, exwarehouse, ex-showroom, or off-the-shelf, as applicable);

- ii. The cost of all customs duties and sales and other taxes already paid or payable;
- iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
- iv. The price of other (incidental) services, if any, listed in the **BDS**.

#### b. For Goods offered from abroad:

- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
- ii. The price of other (incidental) services, if any, as listed in the **BDS**.

#### 13. Bid and Payment Currencies

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

#### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **120** Calendar days from the date of Bid Opening. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

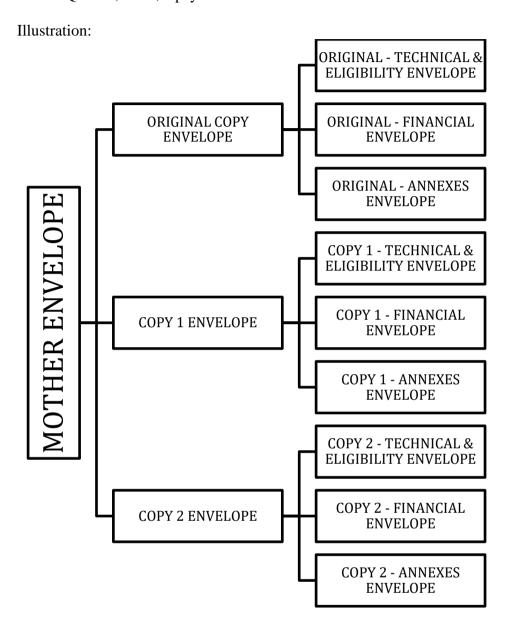
#### 15. Sealing and Marking of Bids

Each Bidder shall submit **Three** (3) **copies: Original, Copy 1, & Copy 2** of the first, second components of its Bid and annexes, properly labeled and sealed. COLOR OF ENVELOPE & FOLDER: ROYAL BLUE

The Documents shall be addressed below:

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

The BAC Chairperson Far North Luzon General Hospital and Training Center Quirino, Luna, Apayao



#### Mother Envelope

Company Name
Company Address
Official Email/Contact Number

To: The BAC Chairperson
Far North Luzon General Hospital and Training Center
Quirino, Luna, Apayao

Title of the Project
Project Identification

Do not open on or before:

#### Technical & Eligibility Envelope

Company Name

Company Address

Official Email/Contact Number

To: The BAC Chairperson

Far North Luzon General Hospital and Training Center

Quirino, Luna, Apayao

Title of the Project Project Identification

#### Financial Envelope

Company Name

Company Address

Official Email/Contact Number

To: The BAC Chairperson

Far North Luzon General Hospital and Training Center

Quirino, Luna, Apayao

Title of the Project

Project Identification

#### Annexes

Company Name

Company Address

Official Email/Contact Number

To: The BAC Chairperson

Far North Luzon General Hospital and Training Center

Quirino, Luna, Apayao

Title of the Project

**Project Identification** 

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

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

#### 21. Signing of the Contract

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

## Section III. Bid Data Sheet

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

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

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

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

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

## **Bid Data Sheet**

ITB	
Clause	
5.3	For this purpose, contracts similar to the Project shall be:  a. <b>Drugs and Medicines</b> b. completed within <i>Two (2) Years</i> prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP Philippines (Luna, Apayao) or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<ul> <li>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</li> <li>a. The amount of not less than to two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than to five percent (5%) of ABC, if bid security is in Surety Bond.</li> </ul>
19.3	Refer to Section VI Schedule of Requirements
20.2	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  2. Latest ITR (electronically filed) and Business Tax Returns
21.2	

## Section IV. General Conditions of Contract

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

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

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

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

#### 1. Scope of Contract

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

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

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

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

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

#### 3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than 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 VII** (**Technical Specifications**) shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

#### 5. Warranty

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

#### 6. Liability of the Supplier

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

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

## Section V. Special Conditions of Contract

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

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

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

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

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

**Special Conditions of Contract** 

GCC Clause	
	Delivery and Documents –
	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:
	For Goods supplied from abroad: "The delivery terms applicable to the Contract are DDP delivered Far North Luzon General Hospital and Training Center, Quirino, Luna, Apayao. In accordance with INCOTERMS."
	For Goods supplied from within the Philippines, state:  "The delivery terms applicable to this Contract are delivered at Far North Luzon General Hospital and Training Center, Quirino, Luna, Apayao. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."
	Delivery of the Goods shall be made by the Supplier during Office hour in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is <b>Mr. Christopher Estelon.</b>
	Incidental Services –
	The Supplier is required to provide all of the following services, including additional service if any, specified in Section VI. Schedule of Requirements:
	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 appropriat 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
	e. training of the Procuring Entity's personnel, at the Supplier's plant and/or onsite, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
	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.
	Spare Parts –
	The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
  - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
  - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI** (**Schedule of Requirements**) and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of Three (3) Years.

Spare parts or components shall be supplied as promptly as possible, but in any case, within One (1) month of placing the order.

#### Packaging -

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.

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.

The outer packaging must be clearly marked on at least four (4) sides as follows:

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

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.

#### 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. **Intellectual Property Rights –** The Supplier shall indemnify the Procuring Entity against all third-party claims of

infringement of patent, trademark, or industrial design rights arising from use of the Goods or

any part thereof.

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## Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	<b>Total Cost</b>	Delivered, Weeks/ Months
1	Acetazolamide 250mg	100	1,493.00	
2	Acetylcysteine 100mg granules for Oral Solution	200	2,400.00	
3	Aciclovir 200mg	100	1,500.00	1
4	Aciclovir 400mg	300	8,232.00	-
5	Albumin, Human 20%, 50ml Solution for IV Infusion	400	954,800.00	
6	Alprazolam 500mcg	100	1,733.00	-
7	Amikacin sulfate 125mg/ml, 2ml Solution for Injection (IM/IV)	600	27,000.00	
8	Amoxicillin 100mg/ml, 15ml Oral Drops	40	880.00	
9	Ascorbic acid 500mg	15,000	31,500.00	1
10	Benzylpenicillin 1M units Powder for Injection (IM/IV)	3,000	55,500.00	
11	Betahistine 24mg	600	18,000.00	-
12	Betahistine 16mg	6,000	120,000.00	-
13	Betahistine 8mg	2,000	30,000.00	30 days
14	Bisacodyl 10mg rectal suppository	200	19,400.00	-
15	Budesonide 250mcg/ml, 2ml Respiratory Suspension	1,500	95,625.00	
16	Bupivacaine HCl 0.5% 5ml Solution for Spinal Injection	2,000	158,900.00	
17	Calcium Gluconate 10%, 10ml Solution for Injection (IV)	600	71,400.00	

18	Cefalexin 250mg/5ml, 60ml Oral Suspension	144	8,352.00
19	Cefazolin 1g vial powder for Injection (IM/IV)	3,000	240,000.00
20	Cefixime 100mg/5ml , 60ml Oral Suspension	40	8,800.00
21	Ceftazidime 1g powder for Injection (IM/IV)	2,500	300,000.00
22	Ceftriaxone 1g powder for Injection (IM/IV)	8,000	520,000.00
23	Cefuroxime 250mg/5ml, 50ml Oral Suspension	144	25,200.00
24	Cefuroxime 750mg powder for Injection (IM/IV)	8,000	400,000.00
25	Cetirizine 2.5mg/ml syrup, 10ml Oral Drops	144	18,000.00
26	Cetirizine 1mg/ml syrup, 60ml	144	10,800.00
27	Cinnarizine 25mg	4,000	12,000.00
28	Clarithromycin 125mg/5ml, 50ml Oral Suspension	100	22,000.00
29	Clindamycin 300mg	10,000	150,000.00
30	Clonidine 150mcg/ml, 1ml Solution for Injection (IV)	20	2,200.00
31	Co-amoxiclav 200mg/28.5/5ml, 70ml Oral Suspension	72	14,400.00
32	Co-amoxiclav 400mg/57mg/5ml, 70ml Oral Suspension	72	21,597.84
33	Dicycloverine 10mg/5ml Syrup, 60ml	30	1,050.00
34	Domperidone 10mg	4,000	56,000.00
35	Dydrogesterone 10mg	500	44,500.00
36	Ephedrine Sulfate 50mg/ml, 1ml Solution for Injection (IM/IV)	200	16,300.00

37	Erythromycin 0.5%, 5g Opthalmic Ointment	200	31,000.00
38	Fentanyl Citrate 50mcg/ml, 2ml Solution for Injection (IM/IV)	300	17,400.00
39	Furosemide 20mg	1,200	6,000.00
40	Furosemide 40mg	1,200	7,680.00
41	Gentamycin 40mg/ml, 2ml Solution for Injection (IM/IV)	2,500	73,625.00
42	Hydrocortisone 250mg Powder for Injection (IM/IV)	1,200	108,000.00
43	Hyoscine 20mg/ml, 1ml Solution for Injection (IM/IV)	10,000	300,000.00
44	Hypromellose 0.3%, 10ml Opthalmic Solution	300	69,000.00
45	Ibuprofen 200mg/5ml, 60ml Oral Suspension	144	10,656.00
46	Ibuprofen 400mg	4,000	12,000.00
47	Iron sucrose 20mg/ml, 5ml Solution for Injection (IV)	600	132,000.00
48	Isosorbide dinitrate 1mg/ml, 10ml Solution for IV Infusion	200	108,800.00
49	Ketorolac tromethamol 30mg/ml, 1ml Solution for Injection(IM/IV)	12,000	360,000.00
50	Levetiracetam 500mg	1,000	16,380.00
51	Levothyroxine 50mcg	1,200	6,720.00
52	Lidocaine HCl 2%, 50ml Solution for Injection (IM/IV)	600	30,000.00
53	Loperamide 2mg	200	500.00
54	Mefenamic acid 250mg	1,000	1,400.00
55	Methyldopa 250mg	2,000	30,000.00
56	Methylergometrine 200mcg/ml, 1ml Solution for Injection (IM,IV)	400	35,992.00

57	Methylprednisolone 1g Powder for Injection (IM/IV)	20	49,680.20
58	Metoprolol 100mg	1,000	2,970.00
59	Metoprolol 50mg	5,000	12,500.00
60	Metronidazole 125mg/5ml, 60ml Oral Suspension	72	4,320.00
61	Metronidazole 500mg	5,000	75,000.00
62	Montelukast 10mg	4,000	64,000.00
63	Multivitamins Syrup, 15ml Oral drops	144	8,352.00
64	Mupirocin 2%, 15g Topical Ointment	400	54,000.00
65	Nicardipine 1mg/ml, 10ml Solution for IV Infusion	1,500	577,500.00
66	Nifedipine 10mg	800	6,800.00
67	Norepinephrine 1mg/ml, 4ml Solution for Injection (IV)	6,000	2,700,000.00
68	Omeprazole 20mg	4,000	16,000.00
69	Omeprazole 40mg	8,000	64,000.00
70	Oxacillin Na 500mg Powder for Injection (IM/IV)	2,000	180,000.00
71	Pantoprazole 40mg	100	1,800.00
72	Paracetamol 100mg/ml Syrup, 15ml Oral Drops	144	6,480.00
73	Paracetamol 125mg/5ml Syrup, 60ml	144	3,168.00
74	Paracetamol 250mg/5ml Syrup, 60ml	288	23,040.00
75	Paracetamol 10mg/ml, 100ml Solution for IV Infusion	600	149,328.00
76	Paracetamol 150mg/ml, 2ml Solution for Injection (IM/IV)	12,000	144,000.00
77	Piperacillin+Tazobactam 4g+500mg Powder for Injection(IV)	6,000	1,350,000.00

78	Potassium Chloride 600mg	1,200	18,720.00
79	Potassium Citrate 10meq (1080mg)	12,000	144,000.00
80	Prednisone 20mg	1,000	6,000.00
81	Prednisone 10mg	1,000	4,250.00
82	Propranolol HCl 10mg	3,000	23,100.00
83	Propylthiouracil 50mg	3,500	52,500.00
84	Ranitidine 150mg	300	504.00
85	Rosuvastatin 20mg	2,000	15,960.00
86	Sambong 500mg	12,000	78,000.00
87	Sevelamer Carbonate 800mg	400	15,236.00
88	Silversulfadiazine 1% 25g Topical Cream	100	12,978.00
89	Sodium Bicarbonate 650mg tablet	3,000	11,940.00
90	Spironolactone 25mg	3,000	33,600.00
91	Sucralfate 1g	3,000	135,000.00
92	Tamsulosin 200mcg	200	3,600.00
93	Tamsulosin 400mcg Prolonged- Released	100	1,800.00
94	Tetanus Antitoxin Refined, 1500IU/0,7ml Solution for Injection (IM/IV/SC)	6,000	761,280.00
95	Timolol 0.5%, 5ml Opthalmic Solution	40	14,390.00
96	Tramadol HCl 50mg	2,000	9,000.00
97	Tramadol HCl 50mg/ml, 1ml Solution for Injection (IM/IV)	4,000	60,000.00
98	Tranexamic acid 500mg	3,000	36,000.00
99	Ursodeoxycholic Acid 250mg	1,000	34,140.00

100	Vitamin B-complex 100mg/100mg/1mg, 3ml Solution for Injection (IM/IV)	4,000	120,000.00
101	Zinc sulfate 27.5mg/ml,(10mg Elemental Zinc), 15ml Oral drops	144	9,792.00
102	Zinc sulfate 55mg/5ml,(20mg Elemental Zinc), 60ml Syrup	288	12,096.00

## Section VII. Technical Specifications

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

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

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

commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

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

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

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

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

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

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

In case of Renewal of Regular and Recurring Services, the Procuring Entity must indicate here the technical requirements for the service provider, which must include the set criteria in the conduct of its performance evaluation.

## **Technical Specifications**

Item	Specification	Statement of Compliance
		[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]
	See attached PR	

# Section VIII. Checklist of Technical and Financial Documents

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

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

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

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

## Checklist of Technical and Financial Documents CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS

PROJECT:

APPROVED BUDGET FOR THE CONTRACT (ABC):

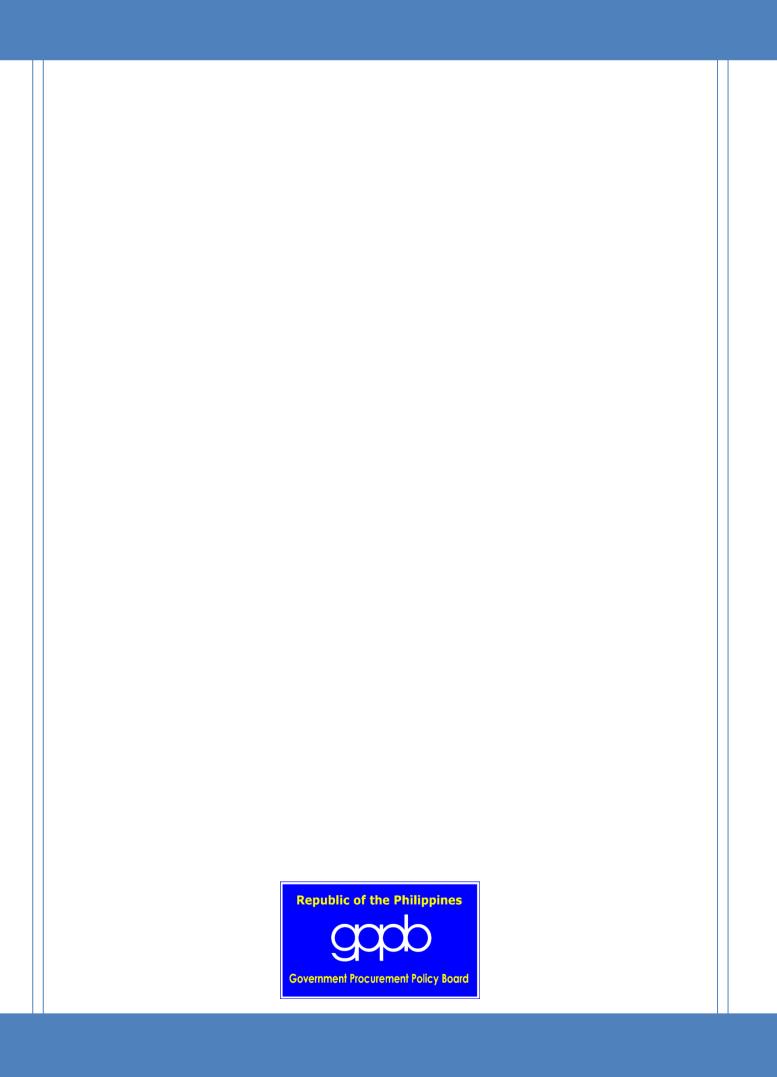
COMPANY:

DATE & TIME OF OPENING OF BIDS:

	REQUIREMENTS	RE	REMARKS		
		<b>PASS</b>	FAI	IL	
TECH	INICAL COMPONENT ENVELOPE				
	Class "A" Documents				
į.	<u>Legal Documents</u>				
	alid PhilGEPS Registration Certificate (Platinum Membership) (all pag	es)			
in	accordance with Section 8.5.2 of the IRR;	,			
	Technical Documents				
2. St	atement of the prospective bidder of all its ongoing government a	nd			
pr	rivate contracts, including contracts awarded but not yet started	, if			
aı	ny, whether similar or not similar in nature and complexity to t	he			
	ontract to be bid; <b>and</b>				
	atement of the bidder's Single Largest Completed Contract (SLC				
	milar to the contract to be bid, except under conditions provided fo				
	ections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, wit	nin			
	e relevant period as provided in the Bidding Documents; <u>and</u>				
	riginal copy of Bid Security. If in the form of a Surety Bond, submit a	Iso			
	certification issued by the Insurance Commission; or				
	riginal copy of Notarized Bid Securing Declaration; <b>and</b>				
	onformity with the Technical Specifications, which include				
-	roduction/delivery schedule, manpower requirements, and/or aft	er-			
	ales/parts, if applicable; <u>and</u>				
	riginal duly signed Omnibus Sworn Statement (OSS); (10 items)	_			
	<u>nd</u> if applicable, Original Notarized Secretary's Certificate in case o				
	orporation, partnership, or cooperative; or Original Special Power				
	ttorney of all members of the joint venture giving full power a				
aı	uthority to its officer to sign the OSS and do acts to represent the Bidd	er.			
	<u>Financial Documents</u>				
	ne prospective bidder's computation of Net Financial Contract	ing			
	apacity (NFCC); <u>or</u>				
	committed Line of Credit from a Universal or Commercial Bank in I	ieu			
OI	its NFCC computation.				
	Class "B" Documents		ı		
	applicable, a duly signed joint venture agreement (JVA) in case the join	oint			
ve	nture is already in existence;				
	<u>or</u>				
	y notarized statements from all the potential joint venture partr				
	ting that they will enter into and abide by the provisions of the JVA	in			
the	instance that the bid is successful.				

REQUIREMENTS		REMARKS			
	PAS	SS	FAIL		
I. FINANCIAL COMPONENT ENVELOPE					
1. Original of duly signed and accomplished Financial Bid Form; and	d				

2.	Original of duly signed and accompl	ished Price Schedule(s).	
3.	Electronic copy of Financial Bid Form	in USB (Excel Form)	
	Other documentary requiremen	nts under RA No. 9184 (as ap	plicable)
1.	[For foreign bidders claiming by reason of reciprocal rights to Filipinos] Certific government office of their country stoparticipate in government procure item or product.	on of their country's extension cation from the relevant ating that Filipinos are allowed	
2.	Certification from the DTI if the Bidde	r claims preference as a	
	Domestic Bidder or Domestic Entity		
ANNE			
1.	Authorized Representative of the Co	mpany	
2.	Official Receipt that Bid Documents but present original)		
3.	Company Profile (name of Company Numbers/E-mail Address)	y/Business Address/Telephone	
4.	List and location of branches (if any)		
5.	Bank Certification (for LDDAP purposed). Name of Account b. Account Number c. Branch of Bank d. That the Bank is a member of the	,	
6.	List of Man Power and Organization	ıl Chart	
7.	PhilGEPS Documents Request List		
8.	Latest ITR (electronically filed) and Bu	usiness Tax Returns	
R	responsive	NON-RESP(	ONSIVE
(Signat	BAC Member ture over Printed Name)	BAC Secreto (Signature over Print	-
(Signat	TWG Member ture over Printed Name)	Authorized Repre (Signature over Print	
	COA Representative ture over Printed Name)	NGO Representativ (Signature over Print	



#### **Bid Form for the Procurement of Goods**

[shall be submitted with the Bid]

BID FORM
Date :
Project Identification No.:
To: [name and address of Procuring Entity]
Having examined the Philippine Bidding Documents (PBDs) including the
Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly
acknowledged, we, the undersigned, offer to [supply/deliver/perform] [description of the
Goods] in conformity with the said PBDs for the sum of [total Bid amount in words and

figures] or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein or in the Price Schedules,

#### If our Bid is accepted, we undertake:

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

[Insert this paragraph if Foreign-Assisted Project with the Development Partner: Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address Amount and Purpose of of agent Currency Commission or gratuity					
(if none, state "None") ]					

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

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

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

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

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

Name:
Legal capacity:
Signature:
Duly authorized to sign the Bid for and behalf of:
Date:

#### **Bid Securing Declaration Form**

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

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

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

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

I/We, the undersigned, declare that:

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

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

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

#### [Jurat]

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

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

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

-<del>\_\_\_\_</del>

#### **CONTRACT AGREEMENT**

T	HIS AGREEMENT made the	_ day of	20	between [name of
PROCUR	RING ENTITY] of the Philippines (h	nereinafter called "the	Entity")	of the one part and
[name of	Supplier] of [city and country of St	upplier] (hereinafter	called "th	e Supplier") of the
other part	••			

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

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

- 3. In consideration for the sum of [total contract price in words and figures] or such other sums as may be ascertained, [Named of the bidder] agrees to [state the object of the contract] in accordance with his/her/its Bid.
- 4. The [Name of the procuring entity] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature] [Insert Name and Signature]

[Insert Signatory's Legal Capacity] [Insert Signatory's Legal Capacity]

for: for:

[Insert Procuring Entity] [Insert Name of Supplier]

#### Acknowledgment

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

#### **Omnibus Sworn Statement (Revised)**

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES	)	
CITY/MUNICIPALITY OF	) 5	S.S.

#### **AFFIDAVIT**

- I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:
- 1. [Select one, delete the other:]

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

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

2. [Select one, delete the other:]

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

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

- 3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- 5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
- 6. [Select one, delete the rest:]

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, Procurement Agent if engaged, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or

the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- 9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS	WHEREOF,	I have hereunto	set my har	nd this c	lay of	, 20 a	at	
Philippines.								

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

#### [Jurat]

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

### Price Schedule for Goods Offered from Abroad

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

For Goods Offered from Abroad								
Name	of Bidder	Project ID No Page o						
1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place  (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)
Name:								
_								
uly a	uthorized t	o sign th	e Bid for	and behalf of:				

**Price Schedule for Goods Offered from Within the Philippines** 

#### For Goods Offered from Within the Philippines

Name of Bidder Project ID No	Pageof
1 2 3 4 5 6 7 8	9 10
Item Description Country of origin Quantity of origin Unit price EXW per item Unit price item Transportation and all other costs incidental to delivery, per item Sales and other taxes payable if Contract is awarded, per item	ental Price, per delivered Final Destination
Name: Legal Capacity:	

NOTE: ALL THE REQUIRED FIELDS SHALL BE COMPLETELY FILLED-UP

Signature:

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