

100-23-10-2252

INVITATION TO BID MEDICINE

**LOCAL GOVERNMENT UNIT
CITY GOVERNMENT OF LEGAZPI**

December 30, 2023

Preface

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

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

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

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

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

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

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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

Republic of the Philippines
CITY GOVERNMENT OF LEGAZPI
BIDS AND AWARDS COMMITTEE
Legazpi City
secgso@gmail.com

INVITATION TO BID FOR MEDICINE

1. The **CITY GOVERNMENT OF LEGAZPI**, through the **GENERALFUND CY2023** intends to apply the sum of **One Million Seven Hundred Six Thousand Two Hundred Forty-Nine Pesos and Seventy-Two Centavos (P1,706,249.72)** being the ABC to payments under the contract for **Medicine for Legazpi City Hospital use- 4th quarter 2023/ 100-23-10-2252**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The **CITY GOVERNMENT OF LEGAZPI** now invites bids for the above Procurement Project. Delivery of Goods is required by **within fifteen (15) calendar days upon receipt of Notice to Proceed**. Bidders should have completed, **within ten (10) 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.

[Select one of the two following paragraphs and delete the other depending on the existence of conditions under Section 23.4.1.2 of the 2016 revised IRR of RA No. 9184]

- a. *[Select this paragraph if conditions (a), (c), and (d) under Section 23.4.1.2 of the 2016 revised IRR of RA No. 9184 do not exist:]* 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.

- b. *[Select this paragraph if condition (a), (c), or (d) under Section 23.4.1.2 of the 2016 revised IRR of RA No. 9184 exists:]* Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.

4. Prospective Bidders may obtain further information from **CITY GOVERNMENT OF LEGAZPI** and inspect the Bidding Documents at the address given below during **08:00AM-05:00PM**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **December 9, 2023 to December 30, 2023** from the given address *and upon payment of the applicable fee for the Bidding Documents, in the amount of Five Thousand Pesos Only (P5,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person*.
6. The **CITY GOVERNMENT OF LEGAZPI** will hold a Pre-Bid Conference at 2:00 o'clock **in the afternoon on December 18, 2023 at Internal Audit Office, City Hall Compound, Legazpi City**.
7. Bids must be duly received by the BAC Secretariat **at City Engineering Office, Dap-Dap, Legazpi City** on or before **8:30 in the morning December 30, 2023**. 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 **9:00 o'clock in the morning December 30, 2023 at City Engineering Office, Dap-Dap, Legazpi City**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. *[Insert such other necessary information deemed relevant by the Procuring Entity such as the use of a back-up data or cloud storage for large files uploaded for online bid submissions]*
11. The **CITY GOVERNMENT OF LEGAZPI** 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:

Ms. KRISTINE MENESES- TORRES
Head, Bids and Awards Committee Secretariat
General Services Office, City Hall Compound, Legazpi City
secgso@gmail.com
13. You may visit the following websites: <https://www.philgeps.gov.ph>
<https://legazpi.gov.ph>

Signed
Atty. MARIETTA BELGICA- CLEDERA
Bids and Awards Committee Chairman

December 9, 2023

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 **CITY GOVERNMENT OF LEGAZPI** wishes to receive Bids for MEDICINE, with identification number **100-23-10-2252**

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

The Procurement Project (referred to herein as (“MEDICINE”)) is composed of **ITEMS No.: 1-171** 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 *CY2022* in the amount of **ONE MILLION SEVEN HUNDRED SIX THOUSAND TWO HUNDRED FORTY-NINE PESOS AND SEVENT-TWO CENTAVOS (P1,706,249.72)**.

2.2. The source of funding is:

[If an early procurement activity, select one and delete others:]

- a. NGA, the National Expenditure Program.
- b. GOCC and GFIs, the proposed Corporate Operating Budget.
- c. LGUs, the proposed Local Expenditure Program.**

[If not an early procurement activity, select one and delete others:]

- a. NGA, the General Appropriations Act or Special Appropriations.
- b. GOCC and GFIs, the Corporate Operating Budget.
- c. LGUs, the Annual or Supplemental Budget, as approved by the Sanggunian.

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. *[Select one, delete other/s]*

a. 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.

b. Foreign ownership limited to those allowed under the rules may participate in this Project.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA’s CPI, must be at least equivalent to:

[Select one, delete the other/s]

- 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: *[Select either failure or monopoly of bidding based on market research conducted]*
 - 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. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.

- 7.3. *[If subcontracting is allowed during the contract implementation stage, state:]*
The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 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 *{[insert if applicable]}* and/or through videoconferencing/webcasting} 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 *[state relevant period as provided in paragraph 2 of the IB]* 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.
- 11.5. *[Include if Framework Agreement will be used:]* Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

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)**.

12.2. *[Include if Framework Agreement will be used:]* For Framework Agreement, the following should also apply in addition to Clause 12.1:

- a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.
- b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

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:

[Select one, delete the other/s]

- a. Philippine Pesos.
- b. *[indicate currency if procurement involves a foreign-denominated bid as allowed by the Procuring Entity, which shall be tradeable or acceptable by the BSP].*

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until *[indicate date]*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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

- 14.3. *[Include if Framework Agreement will be used:]* In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

15. Sealing and Marking of Bids

Each Bidder shall submit **one (1) original copy and two (2) photocopies** 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**.
- 16.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

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.
- 18.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

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.

[Include the following options if Framework Agreement will be used:]

- a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
 - b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 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:

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

- 20.1. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.
- 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, *{[Include if Framework Agreement will be used:]* or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, *}* 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**. *{[Include if Framework Agreement will be used:]* For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification. *}*

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**.

[Include the following clauses if Framework Agreement will be used:]

- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.

- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
- a. Framework Agreement Form;
 - b. Bidding Documents;
 - c. Call-offs;
 - d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements 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;
 - e. Performance Security or Performance Securing Declaration, as the case may be;
 - f. Notice to Execute Framework Agreement; and
 - g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p style="margin-left: 40px;">a. MEDICINE</p> <p style="margin-left: 40px;">b. completed within 10 years prior to the deadline for the submission and receipt of bids.</p>
7.1	<i>[Specify the portions of Goods to be subcontracted, which shall not be a significant or material component of the Project as determined by the Procuring Entity.]</i>
12	The price of the Goods shall be quoted DDP <i>[state place of destination]</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p style="margin-left: 40px;">a. The amount of not less than P34,124.99 if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p style="margin-left: 40px;">b. The amount of not less than P85,312.49 if bid security is in Surety Bond.</p>
19.3	<p><i>[In case the Project will be awarded by lot, list the grouping of lots by specifying the group title, items, and the quantity for every identified lot, and the corresponding ABC for each lot.]</i></p> <p><i>[In case the project will be awarded by item, list each item indicating its quantity and ABC.]</i></p>
20.2	<ul style="list-style-type: none"> • Official Receipt (photocopy) for the purchase of tender documents • License to Operate
21.2	<i>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]</i>

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**.

[Include the following clauses if Framework Agreement will be used:]

2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.

2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

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. *[Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.]*

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 *{[Include if Framework Agreement will be used:] or Framework Agreement}* specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <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>[indicate place of destination]</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>[indicate place of destination]</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>[indicate name(s)]</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

- 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. *[Specify additional incidental service requirements, as needed.]*

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:

Select appropriate requirements and delete the rest.

- 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 *[indicate here the time period specified. If not used indicate a time period of three times the warranty period]*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within *[insert appropriate time period]* months of placing the order.

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

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

Section VI. Schedule of Requirements

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

Tablets/Capsules/Sachet						Delivered, Weeks/Months
1	200	pcs	Acetylcysteine 600mg sachet (in blister pack)	27.30	5,460.00	15 CA LE ND AR DA YS
2	200	pcs	Aluminum hydroxide + Magnesium Hydroxide	1.50	300.00	
3	2,500	pcs	Amlodipine 10mg tab	3.75	9,375.00	
4	2,500	pcs	Amlodipine 5mg tab	3.00	7,500.00	
5	1,500	pcs	Amoxicillin 500mg cap	3.50	5,250.00	
6	500	pcs	Ascorbic Acid 500mg tab	2.10	1,050.00	
7	300	pcs	Aspirin 80mg tablet	4.00	1,200.00	
8	25	pcs	Atenolol tab	5.50	137.50	
9	500	pcs	Atorvastatin 40mg tab	4.62	2,310.00	
10	-	pcs	Azithromycin 500mg tab	45.00	0.00	
11	-	pcs	Betahistine 24mg tab	42.50	0.00	
12	300	pcs	Betahistine 16mg tab	35.00	10,500.00	
13	200	pcs	Butamirate Citrate 50mg MR tab	15.75	3,150.00	
14	500	pcs	Calcium Carbonate tab	2.43	1,215.00	
15	-	pcs	Captopril 6.25mg tab	2.40	0.00	
16	200	pcs	Carvedilol 6.25mg tab	9.00	1,800.00	
17	500	pcs	Cefalexin 500mg cap	6.40	3,200.00	
18	2,000	pcs	Cefuroxime 500mg tab	28.35	56,700.00	
19	100	pcs	Cefixime 200mg cap	13.42	1,342.00	
20	1,500	pcs	Celecoxib 200mg cap	9.00	13,500.00	
21	1,000	pcs	Cetirizine tab 10mg	3.50	3,500.00	
22	300	pcs	Cinnarizine 25mg tab	3.00	900.00	
23	100	pcs	Clarithromycin 500mg tab	20.30	2,030.00	
24	500	pcs	Clindamycin 300mg cap	4.90	2,450.00	
25	1,000	pcs	Clonidine 75mcg tab	11.90	11,900.00	
26	500	pcs	Clopidogrel 75mg tab	18.50	9,250.00	
27	300	pcs	Cloxacillin 500mg cap	5.50	1,650.00	
28	1,500	pcs	Co-amoxiclav 625mg tab	19.00	28,500.00	
29	100	pcs	Doxycycline 100mg cap	3.85	385.00	
30	50	pcs	Dydrogesterone 10mg tab	89.00	4,450.00	
31	-	pcs	Erythromycin 500mg tab	5.00	0.00	
32	300	pcs	Ferrous + Folic tab	2.25	675.00	
33	1,000	pcs	Ferrous sulfate 325mg tab	2.50	2,500.00	
34	300	pcs	Folic Acid 5mg tab/cap	3.80	1,140.00	
35	100	pcs	Gliclazide 60mg tab	11.58	1,158.00	
36	100	pcs	Gliclazide 80mg tab	11.58	1,158.00	
37	200	pcs	Hyoscine 10mg tab	6.20	1,240.00	
38	200	pcs	Ibuprofen tab 400mg	3.00	600.00	
39	100	pcs	Isosorbide dinitrate 10mg tablet	10.50	1,050.00	
40	100	pcs	Isosorbide Mononitrate 30mg cap	5.50	550.00	

41	200	pcs	Levofloxacin 500mg tab	35.00	7,000.00
42	200	pcs	Loratadine tab	3.80	760.00
43	1,500	pcs	Losartan 50mg tab	2.27	3,405.00
44	1,000	pcs	Losartan 100mg tab	3.50	3,500.00
45	1,500	pcs	Mefenamic 500mg cap/tab	2.95	4,425.00
46	1,000	pcs	Metformin 500mg tab	3.20	3,200.00
47	-	pcs	Methylergometrine maleate tab	6.00	0.00
48	100	pcs	Metoclopramide 10mg tab	2.00	200.00
49	200	pcs	Metoprolol tab	2.50	500.00
50	500	pcs	Metronidazole 500mg tab	5.50	2,750.00
51	500	pcs	Montelukast 10mg tablet	7.50	3,750.00
52	1,000	pcs	Multivitamins tab	3.50	3,500.00
53	1,000	pcs	Omeprazole cap	9.50	9,500.00
54	1,000	pcs	Paracetamol 500mg tab	2.00	2,000.00
55	500	pcs	Potassium Chloride 600mg tab	15.60	7,800.00
56	100	pcs	Propranolol tablet	7.70	770.00
57	100	pcs	Ranitidine 150mg tab	1.68	168.00
58	-	pcs	Salbutamol 2mg tab	2.50	0.00
59	200	pcs	Tamsulosin 400mcg cap	18.00	3,600.00
60	100	pcs	Telmisartan 40mg tab	14.46	1,446.00
61	100	pcs	Telmisartan 80mg tab	34.00	3,400.00
62	-	pcs	Tranexamic 500mg cap/tab	7.50	0.00
63	500	pcs	Trimetazidine 35mg tab	8.25	4,125.00
64	1,000	pcs	Vitamin B1 B6 B12 tab/cap	3.50	3,500.00
			Suppository/Syrup/Drops		
65	12	pcs	Aluminum Magnesium 200/100mg susp	38.23	458.76
66	12	pcs	Amoxicillin 100mg/ml, 15ml drops	22.00	264.00
67	12	pcs	Amoxicillin 125mg/ml, susp	79.00	948.00
68	12	pcs	Amoxicillin 250mg/ml, 60ml susp	85.00	1,020.00
69	12	pcs	Cefalexin 250mg syr, 60ml	60.00	720.00
70	12	pcs	Cefalexin drops, 10ml	58.00	696.00
71	24	pcs	Cefixime drops, 10ml	190.00	4,560.00
72	24	pcs	Cefixime 100mg/5ml susp, 60ml	220.00	5,280.00
73	24	pcs	Cefuroxime 250mg/5ml, 60ml	121.99	2,927.76
74	60	pcs	Cetirizine 5mg/mL, 60mL syrup	114.00	6,840.00
75	60	pcs	Cetirizine 5mg/mL, drops	120.00	7,200.00
76	-	pcs	Clarithromycin 250mg/5mL, 70mL susp	540.00	0.00
77	-	pcs	Clarithromycin 125mg/5mL, 50mL susp	220.00	0.00
78	12	pcs	Cloxacillin 250mg/5ml, 60ml bottle	42.00	504.00
79	12	pcs	Co-Amoxiclav 400mg+57mg/5mL, 70mL susp	299.00	3,588.00
80	12	pcs	Co-Amoxiclav 200mg+28.5mg/5mL, 70mL susp	200.00	2,400.00
81	12	pcs	Dicycloverine 10mg/ 5mL, 60 mL syrup	59.00	708.00
82	24	pcs	Diphenhydramine 12.5mg/5ml syrup	84.00	2,016.00
83	-	pcs	Ibuprofen susp, 60mL	104.00	0.00
84	60	pcs	Lactulose 3.3g/5mL, 120 mL syrup	170.00	10,200.00
85	24	pcs	Mebendazole 50mg/mL suspension, 60mL	80.00	1,920.00
86	24	pcs	Metronidazole 125mg/5ml, 60ml	30.00	720.00
87	12	pcs	Multivitamins drops	55.00	660.00
88	30	pcs	Multivitamins syrup	59.00	1,770.00
89	-	pcs	Nystatin susp., 30ml	190.00	0.00
90	30	pcs	Paracetamol 125mg/ml, syr, 60ml	38.00	1,140.00
91	60	pcs	Paracetamol 250mg/ml, syr, 60ml	47.00	2,820.00
92	30	pcs	Paracetamol 100mg/ml, drops 15ml	45.00	1,350.00

Delivered, Weeks/Months

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93	60	pcs	Zinc 70mg/5ml syrup 60ml	75.00	4,500.00
94	60	pcs	Zinc 27.5mg/5ml drops 15ml	65.00	3,900.00
			Ampule/Vial:		
95	-	pcs	Aminophylline 25mg/mL 10mL amp	38.00	0.00
96	-	pcs	Amiodarone 150mg/3ml ampule	448.00	0.00
97	50	pcs	Ampi+ Sulbactam 1.5g vial	210.00	10,500.00
98	300	pcs	Ampi+ Sulbactam 750mg vial	190.00	57,000.00
99	300	pcs	Ampicillin 500mg vial	48.00	14,400.00
100	300	pcs	Ampicillin 1g vial	54.00	16,200.00
101	1,000	pcs	Ampicillin 250mg vial	37.85	37,850.00
102	-	pcs	Atracurium besylate amp	327.00	0.00
103	30	pcs	Atropine 1mg/ml amp	110.00	3,300.00
104	500	pcs	ATS 1500 "iu" (Serum Anti-Tetanus) amp	218.00	109,000.00
105	30	pcs	Butorphanol vial	689.00	20,670.00
106	-	pcs	Bupivacaine amp, heavy	450.00	0.00
107	25	pcs	Calcium Gluconate 10%, vial	97.00	2,425.00
108	25	pcs	Carbetocin vial	2,600.00	65,000.00
109	100	pcs	Cefazolin 1g vial	40.00	4,000.00
110	1,000	pcs	Ceftriaxone 1g + 10ml diluent vial	65.00	65,000.00
111	1,000	pcs	Cefuroxime 750mg vial with diluent	75.00	75,000.00
112	30	pcs	Ciprofloxacin 2mg/mL, 100mL vial	350.00	10,500.00
113	100	pcs	Clindamycin 300mg amp (150mg/mL, 2ml)	177.00	17,700.00
114	-	pcs	Clindamycin 600mg amp	0.00	0.00
115	30	pcs	Dexamethasone 4mg/mL, 2mL vial	60.00	1,800.00
116	10	pcs	Digoxin 0.5mg/2ml ampule	310.00	3,100.00
117	100	pcs	Diphenhydramine 50mg/ml, 1ml amp	24.50	2,450.00
118	-	pcs	Dobutamine 2mg/mL, 250mL D5W (pre-mixed)	238.00	0.00
119	10	pcs	Dobutamine 2mg/ml, 5ml	234.50	2,345.00
120	50	pcs	Dopamine ampule	234.50	11,725.00
121	-	pcs	Dopamine 800mcg/mL,250mL D5W pre-mixed	147.45	0.00
122	500	pcs	Furosemide 10mg/ml, 2ml amp	15.00	7,500.00
123	-	pcs	Gentamicin 40mg/ml, 2ml amp	29.45	0.00
124	-	pcs	Haloperidol amp	1,730.00	0.00
125	500	pcs	Hydrocortisone 250mg vial	100.00	50,000.00
126	500	pcs	Hydrocortisone 100mg vial	95.00	47,500.00
127	500	pcs	Hyoscine 20mg/ml, 1ml amp	35.00	17,500.00
128	3	pcs	Insulin, Regular 100 IU/ml, 10ml	950.00	2,850.00
129	5	pcs	Isosorbide Dinitrate 1 mg/mL, 10 mL Ampule	650.00	3,250.00
130	800	pcs	Ketorolac 30mg/mL amp	65.00	52,000.00
131	50	pcs	Lidocaine 2%, 5mL, amp	30.00	1,500.00
132	25	boxes	Lidocaine 50ml, vial	50.00	1,250.00
133	30	boxes	Lidocaine + Epinephrine carpule, respule	2,150.00	64,500.00
134	80	pcs	Magnesium Sulfate 250mg/ml, 10ml 10 vial	92.00	7,360.00
135	500	pcs	Metoclopramide 5mg/ml, 2ml amp	30.00	15,000.00
136	50	pcs	Metronidazole 5mg/ml, 100ml vial	57.00	2,850.00
137	30	pcs	Nalbuphine 10 mg/mL, 1 mL Ampule	189.00	5,670.00
138	-	pcs	Naloxone 400 mcg/mL, 1 mL Ampule	413.00	0.00
139	50	pcs	Nicardipine 1mg/ml, 10ml amp	660.00	33,000.00

Delivered, Weeks/Months

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					Delivered, Weeks/Months	
140	1,000	pcs	Omeprazole 40mg powder for inj. vial with	190.00		190,000.00
141	300	pcs	Oxytocin 10 IU/mL, 1mL amp	60.00		18,000.00
142	50	pcs	Paracetamol 10mg/mL, 100mL vial	200.00		10,000.00
143	1,000	pcs	Paracetamol 150mg/mL, 2mL amp	10.00		10,000.00
144	20	pcs	Phenytoin 100mg/2ml amp	970.00		19,400.00
145	100	pcs	Phytomendione amp	49.00		4,900.00
146		pcs	Pyridoxine 1g/amp	300.00		
147	100	pcs	Potassium Chloride 2mEq/mL, 20mL vial	65.00		6,500.00
148	20	pcs	Propofol 10mg/ml 20ml vial	445.00		8,900.00
149	500	amp	Ranitidine 25mg/ml	25.00		12,500.00
150	2	pcs	Sevofluraine, liquid for inhalation 250ml bot	15,000.00		30,000.00
151		pcs	Sodium Chloride 2.5 mEq/mL, 20 mL Vial	65.00		
152	5	pcs	Suxamethonium (Succinylcholine) 20 mg/mL, 10	695.00		3,475.00
153		pcs	Tramadol 50mg/mL, 2mL amp	60.00		
154	500	pcs	Tranexamic 100mg/mL, 5mL amp	80.00		40,000.00
155	500	pcs	Vaccine, Tetanus Toxoid 0.5 mL amp	107.00		53,500.00
156	5	pcs	Verapamil amp	127.94		639.70
157	30	bot	Vitamin B Complex amp	35.00		1,050.00
			Others:			
158	100	pcs	Budesonide 250mcg/ml, 2ml nebulizer	55.00		5,500.00
159		pcs	Chlorhexidine gargle	380.00		
160	6	pcs	Cidex/ Aidex with diluent	4,000.00		24,000.00
161	30	pcs	Erythromycin Eye Ointment 0.5%/5g tube	155.00		4,650.00
162		pcs	Enoxaparin	550.00		
163	4	pcs	Formalin 1gallon	2,800.00		11,200.00
164	8	pcs	Hydrogen Peroxide gallon 3%	850.00		6,800.00
165	8	pcs	Hydrogen Peroxide gallon 6%	850.00		6,800.00
166	5	pcs	Hydroxyethyl starch	1,100.00		5,500.00
167	12	pcs	Ketoconazole cream 2%, 15 g tube	115.00		1,380.00
168	2	pcs	Lidocaine 10%, 50mL spray	2,700.00		5,400.00
169	100	pcs	Mupirocin Ointment 2%, 5 g Tube	125.00		12,500.00
170		pcs	Nicotine transdermal patch/nitroglycerin patch	1,100.00		
171	10	boxes	ORS sachet	350.00		3,500.00
172	25	pcs	Paracetamol suppository 250mg	49.00		1,225.00
173	8	pcs	Povidone Iodine Gallon (10%) antiseptic	1,450.00		11,600.00
174	8	pcs	Povidone Iodine Gallon (7.5%) cleanser	1,450.00		11,600.00
175	300	pcs	Salbutamol 2mg/ml neb	18.00		5,400.00
176	500	pcs	Salbutamol + Ipratropium neb	32.50		16,250.00
177	20	pcs	Silver Sulfadiazine 1%, 15g cream tube	110.00		2,200.00
			*with Certificate of Product Registration in good			
			*with at least 18 months expiry date upon			

Delivered, Weeks/Months

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TOTAL: P1,706,249.72

[Use this form for Framework Agreement:]

Framework Agreement List

Limited to repeatedly required goods and services that are identified to be necessary and desirable, but, by its nature, use or characteristic, the quantity and/ or exact time of need cannot be accurately pre-determined and are not advisable to be carried in stock.

Prepared by the End-User, attached to the APP and submitted to the BAC for the approval of the HOPE.

<i>FRAMEWORK AGREEMENT LIST (AGENCY)</i>			
<i>Item / Service Type and nature of each item/service</i>	<i>Cost per item or service</i>	<i>Maximum Quantity</i>	<i>Total Cost per Item</i>
<i>TOTAL (Approved Budget for the Contract)</i>			
<i>Expected delivery timeframe after receipt of a Call-Off.</i>	<i>Within [no. of days] calendar days upon issuance of Call-off.</i>		
<i>Remarks</i>	<i>Indicate here any other appropriate information as may be necessary.</i>		
<i>SIGNATURE OVER PRINTED NAME</i>	<i>POSITION</i>	<i>DEPARTMENT/DIVISION</i>	

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

Technical Specification

Item	Specification	Statement of Compliance
1-40	Tablets/Capsules/Sachet	<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>
	Acetylcysteine 600mg sachet (in blister pack)	
	Aluminum hydroxide + Magnesium Hydroxide	
	Amlodipine 10mg tab	
	Amlodipine 5mg tab	
	Amoxicillin 500mg cap	
	Ascorbic Acid 500mg tab	
	Aspirin 80mg tablet	
	Atenolol tab	
	Atorvastatin 40mg tab	
	Azithromycin 500mg tab	
	Betahistine 24mg tab	
	Betahistine 16mg tab	
	Butamirate Citrate 50mg MR tab	
	Calcium Carbonate tab	
	Captopril 6.25mg tab	
	Carvedilol 6.25mg tab	
	Cefalexin 500mg cap	
	Cefuroxime 500mg tab	
	Cefixime 200mg cap	
	Celecoxib 200mg cap	
	Cetirizine tab 10mg	
	Cinnarizine 25mg tab	
	Clarithromycin 500mg tab	
	Clindamycin 300mg cap	
	Clonidine 75mcg tab	
	Clopidogrel 75mg tab	
	Cloxacillin 500mg cap	
	Co-amoxiclav 625mg tab	
	Doxycycline 100mg cap	
	Dydrogesterone 10mg tab	
	Erythromycin 500mg tab	
	Ferrous + Folic tab	
	Ferrous sulfate 325mg tab	
	Folic Acid 5mg tab/cap	
	Gliclazide 60mg tab	
	Gliclazide 80mg tab	
	Hyoscine 10mg tab	
	Ibuprofen tab 400mg	
	Isosorbide dinitrate 10mg tablet	
	Isosorbide Mononitrate 30mg cap	

Item

Specification

Statement of Compliance

41-92

Levofloxacin 500mg tab
Loratadine tab
Losartan 50mg tab
Losartan 100mg tab
Mefenamic 500mg cap/tab
Metformin 500mg tab
Methylergometrine maleate tab
Metoclopramide 10mg tab
Metoprolol tab
Metronidazole 500mg tab
Montelukast 10mg tablet
Multivitamins tab
Omeprazole cap
Paracetamol 500mg tab
Potassium Chloride 600mg tab
Propranolol tablet
Ranitidine 150mg tab
Salbutamol 2mg tab
Tamsulosin 400mcg cap
Telmisartan 40mg tab
Telmisartan 80mg tab
Tranexamic 500mg cap/tab
Trimetazidine 35mg tab
Vitamin B1 B6 B12 tab/cap
Suppository/Syrup/Drops
Aluminum Magnesium 200/100mg susp
Amoxicillin 100mg/ml, 15ml drops
Amoxicillin 125mg/ml, susp
Amoxicillin 250mg/ml, 60ml susp
Cefalexin 250mg syr, 60ml
Cefalexin drops, 10ml
Cefixime drops, 10ml
Cefixime 100mg/5ml susp, 60ml
Cefuroxime 250mg/5ml, 60ml
Cetirizine 5mg/mL, 60mL syrup
Cetirizine 5mg/mL, drops
Clarithromycin 250mg/5mL, 70mL susp
Clarithromycin 125mg/5mL, 50mL susp
Cloxacillin 250mg/5ml, 60ml bottle
Co-Amoxiclav 400mg+57mg/5mL, 70mL susp
Co-Amoxiclav 200mg+28.5mg/5mL, 70mL susp
Dicycloverine 10mg/ 5mL, 60 mL syrup
Diphenhydramine 12.5mg/5ml syrup
Ibuprofen susp, 60mL
Lactulose 3.3g/5mL, 120 mL syrup
Mebendazole 50mg/mL suspension, 60mL
Metronidazole 125mg/5ml, 60ml
Multivitamins drops
Multivitamins syrup
Nystatin susp., 30ml
Paracetamol 125mg/ml, syr, 60ml
Paracetamol 250mg/ml, syr, 60ml
Paracetamol 100mg/ml, drops 15ml

[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.]

Item

Specification

Statement of Compliance

93-
139

s	Zinc 70mg/5ml syrup 60ml
s	Zinc 27.5mg/5ml drops 15ml
	Ampule/Vial:
s	Aminophylline 25mg/mL 10mL amp
s	Amiodarone 150mg/3ml ampule
s	Ampi+ Sulbactam 1.5g vial
s	Ampi+ Sulbactam 750mg vial
s	Ampicillin 500mg vial
s	Ampicillin 1g vial
s	Ampicillin 250mg vial
s	Atracurium besylate amp
s	Atropine 1mg/ml amp
s	ATS 1500 "lu" (Serum Anti-Tetanus) amp
	Butorphanol vial
	Bupivacaine amp, heavy
	Calcium Gluconate 10%, vial
	Carbetocin vial
	Cefazolin 1g vial
	Ceftriaxone 1g + 10ml diluent vial
	Cefuroxime 750mg vial with diluent
	Ciprofloxacin 2mg/mL, 100mL vial
	Clindamycin 300mg amp (150mg/mL, 2ml)
	Clindamycin 600mg amp
	Dexamethasone 4mg/mL, 2mL vial
	Digoxin 0.5mg/2ml ampule
	Diphenhydramine 50mg/ml, 1ml amp
	Dobutamine 2mg/mL, 250mL D5W (pre-mixed)
	Dobutamine 2mg/ml, 5ml
	Dopamine ampule
	Dopamine 800mcg/mL,250mL D5W pre-mixed
	Furosemide 10mg/ml, 2ml amp
	Gentamicin 40mg/ml, 2ml amp
	Haloperidol amp
	Hydrocortisone 250mg vial
	Hydrocortisone 100mg vial
	Hyoscine 20mg/ml, 1ml amp
	Insulin, Regular 100 IU/ml, 10ml
	Isosorbide Dinitrate 1 mg/mL, 10 mL Ampule
	Ketorolac 30mg/mL amp
	Lidocaine 2%, 5mL, amp
	Lidocaine 50ml, vial
	Lidocaine + Epinephrine carpule, respule
	Magnesium Sulfate 250mg/ml, 10ml 10 vial
	Metoclopramide 5mg/ml, 2ml amp
	Metronidazole 5mg/ml, 100ml vial
	Nalbuphine 10 mg/mL, 1 mL Ampule
	Naloxone 400 mcg/mL, 1 mL Ampule
	Nicardipine 1mg/ml, 10ml amp

[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.]

Item

Specification

Statement of Compliance

140-
171

Omeprazole 40mg powder for inj. vial with
Oxytocin 10 IU/mL, 1mL amp
Paracetamol 10mg/mL, 100mL vial
Paracetamol 150mg/mL, 2mL amp
Phenytoin 100mg/2ml amp
Phytomendione amp
Pyridoxine 1g/amp
Potassium Chloride 2mEq/mL, 20mL vial
Propofol 10mg/ml 20ml vial
Ranitidine 25mg/ml
Sevofluraine, liquid for inhalation 250ml bot
Sodium Chloride 2.5 mEq/mL, 20 mL Vial
Suxamethonium (Succinylcholine) 20 mg/mL, 10
Tramadol 50mg/mL, 2mL amp
Tranexamic 100mg/mL, 5mL amp
Vaccine, Tetanus Toxoid 0.5 mL amp
Verapamil amp
Vitamin B Complex amp
Others:
Budesonide 250mcg/ml, 2ml nebule
Chlorhexidine gargle
Cidex/ Aidex with diluent
Erythromycin Eye Ointment 0.5%/5g tube
Enoxaparin
Formalin 1gallon
Hydrogen Peroxide gallon 3%
Hydrogen Peroxide gallon 6%
Hydroxyethyl starch
Ketoconazole cream 2%,15 g tube
Lidocaine 10%, 50mL spray
Mupirocin Ointment 2%, 5 g Tube
Nicotine transdermal patch/nitroglycerin patch
ORS sachet
Paracetamol suppository 250mg
Povidone Iodine Gallon (10%) antiseptic
Povidone Iodine Gallon (7.5%) cleanser
Salbutamol 2mg/ml neb
Salbutamol + Ipratropium neb
Silver Sulfadiazine 1%, 15g cream tube
*with Certificate of Product Registration in good
*with at least 18 months expiry date upon

[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.]

[Use this form for Framework Agreement:]

Technical Specifications

TECHNICAL SPECIFICATIONS			
<i>Item / Service</i>	<i>Maximum Quantity</i>	<i>Technical Specifications / Scope of Work</i>	<i>Statement of Compliance</i>
			<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution.]</i></p>

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

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

- Official Receipt for the Purchase of Tender Documents
- License to Operate

Financial Documents

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

Class “B” Documents

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

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

- (i) *[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.
- (j) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

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

