PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

PROCUREMENT OF GENERAL MEDICINES 2020

2020-05

Government of the Republic of the Philippines

Fifth Edition August 2016

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines (GOP) for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the government, including government-owned and/or -controlled corporations (GOCCs), government financial institutions (GFIs), state universities and colleges (SUCs), and local government units (LGUs) and autonomous regional government. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory¹ use in projects that are financed in whole or in part by the GOP or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184.

The Bidding Documents shall clearly and adequately define, among others: (a) the objectives, scope, and expected outputs and/or results of the proposed contract; (b) the eligibility requirements of bidders, such as track record to be determined by the Head of the Procuring Entity; (c) the expected contract duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (d) the obligations, duties, and/or functions of the winning bidder.

In order to simplify the preparation of the Bidding Documents for each procurement, the PBDs groups the provisions that are intended to be used unchanged in Section II. Instructions to Bidders (ITB) and in Section IV. General Conditions of Contract (GCC). Data and provisions specific to each procurement and contract should be included in Section III. Bid Data Sheet (BDS); Section V. Special Conditions of Contract (SCC); Section VI. Schedule of Requirements; Section VII. Technical Specification, and Section IX. Foreign-Assisted Projects. The forms to be used are provided in Section VIII. Bidding Forms.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. In addition, 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, except for the notes introducing Section VIII. Bidding Forms where the information is useful for the Bidder. 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 Project.
- (b) Specific details, such as the "name of the Procuring Entity" and "address for bid submission," should be furnished in the ITB, BDS, and SCC. 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, BDS, SCC, Schedule of Requirements, and Specifications are not part of

¹ Unless the Treaty or International or Executive Agreement expressly provides use of foreign government/foreign or international financing institution procurement guidelines.

the text of the final document, although they contain instructions that the Procuring Entity should strictly follow. The Bidding Documents should contain no footnotes except Section VIII. Bidding Forms since these provide important guidance to Bidders.

- (d) The cover should be modified as required to identify the Bidding Documents as to the names of the Project, Contract, and Procuring Entity, in addition to date of issue.
- (e) If modifications must be made to bidding requirements, they can be presented in the BDS. Modifications for specific Project or Contract details should be provided in the SCC as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the BDS or SCC these terms shall be printed in bold type face on Section I. Instructions to Bidders and Section III. General Conditions of Contract, respectively.

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Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The Invitation to Bid shall be:

- (a) Posted continuously in the Philippine Government Electronic Procurement System (PhilGEPS) website, the website of the Procuring Entity concerned, if available, and the website prescribed by the foreign government/foreign or international financing institution, if applicable, for seven (7) calendar days starting on the date of advertisement;
- (b) Posted at any conspicuous place reserved for this purpose in the premises of the Procuring Entity concerned for seven (7) calendar days, as certified by the head of the Bids and Awards Committee (BAC) Secretariat of the Procuring Entity concerned; and
- (c) Advertised at least once in a newspaper of general nationwide circulation which has been regularly published for at least two (2) years before the date of issue of the advertisement, subject to Section 21.2.1(c) of the IRR of RA 9184².

Apart from the essential items listed in the Bidding Documents, the Invitation to Bid should also indicate the following:

- (a) The date of availability of the Bidding Documents, which shall be from the time the Invitation to Bid 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 from the last day of posting of the Invitation to Bid; and
- (d) Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The Invitation to Bid should be incorporated in the Bidding Documents. The information contained in the Invitation to Bid must conform to the Bidding Documents and in particular to the relevant information in the BDS.

 $^{^2}$ Two years after the effectivity of the 2016 Revised IRR of R.A. No. 9184 on 28 October 2016, advertisement in a newspaper of general nationwide circulation shall no longer be required. However, a procuring entity that cannot post its opportunities in the PhilGEPS for justifiable reasons shall continue to publish its advertisements in a newspaper of general nationwide circulation.



Department of Health Central Luzon Center for Health Development MARIVELES MENTAL WELLNESS AND GENERAL HOSPITAL Mariveles, Bataan BAC Office, BAC Secretariat (047) 633-4992 procurement@mmh.gov.ph



INVITATION TO BID PROCUREMENT OF GENERAL MEDICINES 2020 2020-05

- 1. The MARIVELES MENTAL WELLNESS AND GENERAL HOSPITAL, through the Approved Government Appropriation Act of 2020 intends to apply the sum of *Nine Million Four Thousand Six Hundred Fifty-Three Pesos and 86/100 only (P9,004,653.86)* being the Approved Budget for the Contract (ABC) for the *Procurement of General Medicines 2020-05*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The MARIVELES MENTAL WELLNESS AND GENERAL HOSPITAL now invites bids for the procurement of the above-caption package. Delivery of the Goods is required from March to December 2020. Bidders should have completed, within *2 years* from the date of submission and receipt of bids, a contract similar to the Project with an amount of at least 50% of the proposed project for bidding. 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 nondiscretionary "pass/fail" criterion as specified in the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".

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 5183 and subject to Commonwealth Act 138.

- 4. Interested bidders may obtain further information from MMWGH BAC Secretariat and inspect the Bidding Documents at the address given below during M-F; 8am-5pm.
- 5. A complete set of Bidding Documents may be purchased by interested Bidders on **February 10 28, 2020,** during M-F; 8am-5pm, from the address below and upon payment of a nonrefundable fee for the Bidding Documents in the amount of *Ten Thousand Pesos (P10,000.00)*

6. The Mariveles Mental Wellness and General Hospital will hold the following activities:

Activities	Schedule
Advertisement/posting of ITB	February 10, 2020
Issuance of Bidding Documents	February 10 – 28, 2020
Pre-Bid Conference	February 19, 2020 2PM
Deadline of Submission and Receipt of Bids / Opening of Bids	March 2, 2020 2PM
Bid Evaluation	March 3, 2020
Post Qualification	March 4-6, 2020
Approval of Resolution	March 9, 2020
Issuance of Notice of Award	March 10, 2020
Contract Preparation and Signing	March 11, 2020
Approval of Contract by HOPE	March 11, 2020
Issuance of Notice to Proceed	March 12, 2020

Bids must be delivered to the address below on or before the scheduled time. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **Instruction To Bidders**.

Bids will be opened in the presence of the Bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.

- 7. The MMWGH reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.
- 8. For further information, please refer to:

VINCENT A. ISIP BAC Secretariat 047-633-4992 procurement@mmh.gov.ph P. Monroe St., Poblacion, Mariveles, Bataan

> (Sgd)ZORAIDA F. AFABLE, MD Chairperson, BAC

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section of the Bidding Documents 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.

This Section also contains provisions that are to be used unchanged. Section III consists of provisions that supplement, amend, or specify in detail, information or requirements included in Section II which are specific to each procurement.

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 not normally included in this Section, but rather under Section IV. General Conditions of Contract (GCC), and/or Section V. Special Conditions of Contract (SCC). 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.

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A. General

1. Scope of Bid

- 1.1. The Procuring Entity named in the **BDS** invites bids for the supply and delivery of the Goods as described in Section VII. Technical Specifications.
- 1.2. The name, identification, and number of lots specific to this bidding are provided in the **BDS**. The contracting strategy and basis of evaluation of lots is described in **ITB** Clause 28.

2. Source of Funds

The Procuring Entity has a budget or has received funds from the Funding Source named in the <u>BDS</u>, and in the amount indicated in the <u>BDS</u>. It intends to apply part of the funds received for the Project, as defined in the <u>BDS</u>, to cover eligible payments under the contract.

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 3.1. Unless otherwise specified in the **<u>BDS</u>**, 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. In pursuance of this policy, the Procuring Entity:
 - (a) defines, for purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA 3019.
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
 - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the

Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

- (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
- (v) "obstructive practice" is
 - deliberately destroying, falsifying, altering or concealing (aa) of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or government/foreign or international anv foreign financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters the administrative proceedings relevant to or investigation or from pursuing such proceedings or investigation; or
 - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.
- 3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 3.1(a).
- 3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause 3.

4. Conflict of Interest

4.1. All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (g) below:

- (a) A Bidder has controlling shareholders in common with another Bidder;
- (b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
- (c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;
- (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process;
- (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;
- (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid; or
- (g) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.
- 4.2. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity (HoPE), members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:
 - (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
 - (b) If the Bidder is a partnership, to all its officers and members;
 - (c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders;
 - (d) If the Bidder is a cooperative, to all its officers, directors, and controlling shareholders or members; and
 - (e) If the Bidder is a joint venture (JV), the provisions of items (a), (b), (c), or (d) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.

5. Eligible Bidders

- 5.1. Unless otherwise provided in the **<u>BDS</u>**, the following persons shall be eligible to participate in this bidding:
 - (a) Duly licensed Filipino citizens/sole proprietorships;
 - (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
 - (c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
 - (d) Cooperatives duly organized under the laws of the Philippines; and
 - (e) Persons/entities forming themselves into a Joint Venture (JV), *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the JV concerned shall be at least sixty percent (60%).
- 5.2. Foreign bidders may be eligible to participate when any of the following circumstances exist, as specified in the **BDS**:
 - (a) When a Treaty or International or Executive Agreement as provided in Section 4 of RA 9184 and its IRR allow foreign bidders to participate;
 - (b) Citizens, corporations, or associations of a country, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - (c) When the Goods sought to be procured are not available from local suppliers; or
 - (d) When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Government owned or –controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.
- 5.4. Unless otherwise provided in the **BDS**, the Bidder must have completed a Single Largest Completed Contract (SLCC) similar to the Project and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least equivalent to a percentage of the ABC stated in the **BDS**.

For this purpose, contracts similar to the Project shall be those described in the **<u>BDS</u>**, and completed within the relevant period stated in the Invitation to Bid and **ITB** Clause 12.1(a)(ii).

5.5. The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards.

If the prospective bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid. If issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.

6. Bidder's Responsibilities

- 6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VIII. Bidding Forms as required in **ITB** Clause 12.1(b)(iii).
- 6.2. The Bidder is responsible for the following:
 - (a) Having taken steps to carefully examine all of the Bidding Documents;
 - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
 - (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
 - (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under **ITB** Clause 10.4.
 - (e) Ensuring that it is not "blacklisted" or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;

- (f) Ensuring that 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;
- (g) Authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;
- (j) Complying with existing labor laws and standards, in the case of procurement of services; Moreover, bidder undertakes to:
 - (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

In case there is a finding by the Procuring Entity or the DOLE of underpayment or non-payment of workers' wage and wagerelated benefits, bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of Republic Act No. 9184 without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.

(ii) Comply with occupational safety and health standards and to correct deficiencies, if any.

In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and

(iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and (k) Ensuring that it 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.

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

- 6.3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.
- 6.4. It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.
- 6.5. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including bid/supplemental bid bulletin/s issued, are correct and consistent.
- 6.6. Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.
- 6.7. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 6.8. The Bidder should note that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

7. Origin of Goods

Unless otherwise indicated in the <u>BDS</u>, there is no restriction on the origin of goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, subject to **ITB** Clause 27.1.

8. Subcontracts

8.1. Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Goods to an extent as may be approved by the Procuring Entity and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.

- 8.2. Subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.
- 8.3. The Bidder may identify the subcontractor to whom a portion of the Goods will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

B. Contents of Bidding Documents

9. Pre-Bid Conference

9.1. (a) If so specified in the <u>BDS</u>, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.

(b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the posting of the invitation to bid/bidding documents in the PhilGEPS website. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.

- 9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.
- 9.3 Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

10. Clarification and Amendment of Bidding Documents

10.1. Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

- 10.2. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, to be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.
- 10.3. Supplemental/Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 10.4. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available, and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Bidders who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 23.

C. Preparation of Bids

11. Language of Bids

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and 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. The English translation shall govern, for purposes of interpretation of the bid.

12. Documents Comprising the Bid: Eligibility and Technical Components

- 12.1. Unless otherwise indicated in the **<u>BDS</u>**, the first envelope shall contain the following eligibility and technical documents:
 - (a) Eligibility Documents –

Class "A" Documents:

(i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with section 37.1.4 of the IRR.

 (ii) Statement 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

Statement of the Bidder's SLCC similar to the contract to be bid, in accordance with ITB Clause 5.4, within the relevant period as provided in the **BDS**.

The two statements required shall indicate for each contract the following:

- (ii.1) name of the contract;
- (ii.2) date of the contract;
- (ii.3) contract duration;
- (ii.4) owner's name and address;
- (ii.5) kinds of Goods;
- (ii.6) For Statement of Ongoing Contracts amount of contract and value of outstanding contracts;
- (ii.7) For Statement of SLCC amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the SLCC requirement;
- (ii.8) date of delivery; and
- (ii.9) end user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements.
- (iii) NFCC computation in accordance with ITB Clause 5.5 or a committed Line of Credit from a universal or commercial bank.

Class "B" Document:

- (iv) If applicable, the Joint Venture Agreement (JVA) in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners in accordance with Section 23.1(b) of the IRR.
- (b) Technical Documents –

- (i) Bid security in accordance with **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:
 - (i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
 - (i.2) a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments;
- (ii) Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; and
- (iii) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms.
- (iv) For foreign bidders claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos, a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item or product.

13. Documents Comprising the Bid: Financial Component

- 13.1. Unless otherwise stated in the **<u>BDS</u>**, the financial component of the bid shall contain the following:
 - (a) Financial Bid Form, which includes bid prices and the applicable Price Schedules, in accordance with **ITB** Clauses 15.1 and 15.4;
 - (b) If the Bidder claims preference as a Domestic Bidder, a certification from the DTI issued in accordance with **ITB** Clause 27, unless otherwise provided in the **BDS**; and
 - (c) Any other document related to the financial component of the bid as stated in the **BDS**.
- 13.2. (a) Unless otherwise stated in the <u>BDS</u>, all bids that exceed the ABC shall not be accepted.
 - (b) Unless otherwise indicated in the <u>BDS</u>, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:
 - (i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.

- (ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the procuring entity and that the estimates reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.
- (iii) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances.
- (iv) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
- (v) The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

14. Alternative Bids

- 14.1 Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.
- 14.2 Each Bidder shall submit only one Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil and administrative penalties that may be imposed upon the persons and entities concerned.

15. Bid Prices

- 15.1. The Bidder shall complete the appropriate Schedule of Prices included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project.
- 15.2. The Bidder shall fill in rates and prices for all items of the Goods described in the Schedule of Prices. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be accomplished.

- 15.3. The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.
- 15.4. 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 the **<u>BDS</u>**.
 - (b) For Goods offered from abroad:
 - (i) Unless otherwise stated in the <u>BDS</u>, the price of the Goods shall be quoted DDP with the place of destination in the Philippines as specified in the <u>BDS</u>. 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, listed in the **<u>BDS</u>**.
 - (c) For Services, based on the form which may be prescribed by the Procuring Entity, in accordance with existing laws, rules and regulations
- 15.5. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to **ITB** Clause 24.

All bid prices for the given scope of work in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances. Upon the recommendation of the Procuring Entity, price escalation may be allowed in extraordinary circumstances as may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon approval by the GPPB. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

16. Bid Currencies

- 16.1. Prices shall be quoted in the following currencies:
 - (a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.
 - (b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency(ies) stated in the **BDS**. 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 *Bangko Sentral ng Pilipinas* (BSP) reference rate bulletin on the day of the bid opening.
- 16.2. If so allowed in accordance with **ITB** Clause 16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the foregoing exchange rates.
- 16.3. Unless otherwise specified in the <u>BDS</u>, payment of the contract price shall be made in Philippine Pesos.

17. Bid Validity

- 17.1. Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.
- 17.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

18. Bid Security

18.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount stated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Not Less than the Percentage of the ABC)
 (a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. 	Two percent (2%)

For biddings conducted by LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.	
 (b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. 	
For biddings conducted by LGUs, Bank Draft/Guarantee, or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.	
 (c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security. 	Five percent (5%)

The Bid Securing Derreclaration mentioned above is an undertaking which states, among others, that the Bidder shall enter into contract with the procuring entity and furnish the performance security required under ITB Clause 33.2, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

- 18.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 18.3. No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or upon the lapse of the reglementary period to file a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the

performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB** Clause 18.2.

- 18.4. Upon signing and execution of the contract pursuant to **ITB** Clause 32, and the posting of the performance security pursuant to **ITB** Clause 33, the successful Bidder's bid security will be discharged, but in no case later than the bid security validity period as indicated in the **ITB** Clause 18.2.
- 18.5. The bid security may be forfeited:
 - (a) if a Bidder:
 - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 17;
 - (ii) does not accept the correction of errors pursuant to **ITB** Clause 28.3(b);
 - (iii) has a finding against the veracity of any of the documents submitted as stated in **ITB** Clause 29.2;
 - (iv) submission of eligibility requirements containing false information or falsified documents;
 - (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
 - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
 - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
 - (viii) refusal or failure to post the required performance security within the prescribed time;
 - (ix) refusal to clarify or validate in writing its bid during postqualification within a period of seven (7) calendar days from receipt of the request for clarification;
 - (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
 - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
 - (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding,

submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.

- (b) if the successful Bidder:
 - (i) fails to sign the contract in accordance with **ITB** Clause 32; or
 - (ii) fails to furnish performance security in accordance with **ITB** Clause 33.

19. Format and Signing of Bids

- 19.1. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. Bidding Forms on or before the deadline specified in the **ITB** Clauses 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.
- 19.2. Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.3. The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.4. Each and every page of the Bid Form, including the Schedule of Prices, under Section VIII hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.
- 19.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

20. Sealing and Marking of Bids

- 20.1. Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12 in one sealed envelope marked "ORIGINAL TECHNICAL COMPONENT", and the original of their financial component in another sealed envelope marked "ORIGINAL FINANCIAL COMPONENT", sealing them all in an outer envelope marked "ORIGINAL BID".
- 20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO. _____ TECHNICAL

COMPONENT" and "COPY NO. _____ – FINANCIAL COMPONENT" and the outer envelope as "COPY NO. _____", respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.

- 20.3. The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.
- 20.4. All envelopes shall:
 - (a) contain the name of the contract to be bid in capital letters;
 - (b) bear the name and address of the Bidder in capital letters;
 - (c) be addressed to the Procuring Entity's BAC in accordance with **ITB** Clause 1.1;
 - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
 - (e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with **ITB** Clause 21.
- 20.5. Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

D. Submission and Opening of Bids

21. Deadline for Submission of Bids

Bids must be received by the Procuring Entity's BAC at the address and on or before the date and time indicated in the <u>BDS</u>.

22. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause 21, shall be declared "Late" and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of bid submission and opening, the Bidder's name, its representative and the time the late bid was submitted.

23. Modification and Withdrawal of Bids

23.1. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed

for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed and properly identified in accordance with ITB Clause 20, linked to its original bid marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.

- 23.2 A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Letter of Withdrawal must be executed by the duly authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.
- 23.3. Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder, who has acquired the bidding documents, may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 23.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's bid security, pursuant to **ITB** Clause 18.5, and the imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR.

24. Opening and Preliminary Examination of Bids

- 24.1. The BAC shall open the bids in public, immediately after the deadline for the submission and receipt of bids, as specified in the **BDS**. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and reschedule the opening of Bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.
- 24.2. Unless otherwise specified in the **BDS**, the BAC shall open the first bid envelopes and determine each Bidder's compliance with the documents

prescribed in **ITB** Clause 12, using a non-discretionary "pass/fail" criterion. If a Bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".

- 24.3. Unless otherwise specified in the **BDS**, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated "passed". The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB** Clause 13.2, the BAC shall rate the bid concerned as "failed". Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.
- 24.4. Letters of Withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened.
- 24.5. All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.
- 24.6. In the case of an eligible foreign bidder as described in **ITB** Clause 5, the following Class "A" Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR:
 - (a) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;
 - (b) Mayor's/Business permit issued by the local government where the principal place of business of the bidder is located; and
 - (c) Audited Financial Statements showing, among others, the prospective bidder's total and current assets and liabilities stamped "received" by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission.
- 24.7. Each partner of a joint venture agreement shall likewise submit the requirements in **ITB** Clause 12.1(a)(i). Submission of documents required under **ITB** Clauses 12.1(a)(ii) to 12.1(a)(iii) by any of the joint venture partners constitutes compliance.
- 24.8. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price

(per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

- 24.8 The bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the bid opening shall be made available to the public upon written request and payment of a specified fee to recover cost of materials.
- 24.9 To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The notice shall be issued within seven (7) calendar days from the date of the bid opening.

E. Evaluation and Comparison of Bids

25. Process to be Confidential

- 25.1. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of **ITB** Clause 26.
- 25.2. Any effort by a bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

26. Clarification of Bids

To assist in the evaluation, comparison, and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered.

27. Domestic Preference

- 27.1. Unless otherwise stated in the **<u>BDS</u>**, the Procuring Entity will grant a margin of preference for the purpose of comparison of bids in accordance with the following:
 - (a) The preference shall be applied when the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder.
 - (b) For evaluation purposes, the lowest Foreign Bid shall be increased by fifteen percent (15%).

- (c) In the event that the lowest bid offered by a Domestic Bidder does not exceed the lowest Foreign Bid as increased, then the Procuring Entity shall award the contract to the Domestic Bidder at the amount of the lowest Foreign Bid.
- (d) If the Domestic Bidder refuses to accept the award of contract at the amount of the Foreign Bid within two (2) calendar days from receipt of written advice from the BAC, the Procuring Entity shall award to the bidder offering the Foreign Bid, subject to post-qualification and submission of all the documentary requirements under these Bidding Documents.
- 27.2. A Bidder may be granted preference as a Domestic Bidder subject to the certification from the DTI that the Bidder is offering unmanufactured articles, materials or supplies of the growth or production of the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials, or supplies of the growth, production, or manufacture, as the case may be, of the Philippines.

28. Detailed Evaluation and Comparison of Bids

- 28.1. The Procuring Entity will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to **ITB** Clause 24, in order to determine the Lowest Calculated Bid.
- 28.2. The Lowest Calculated Bid shall be determined in two steps:
 - (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
 - (b) The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.
- 28.3. 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 following in the evaluation of bids:
 - (a) <u>Completeness of the bid.</u> Unless the <u>BDS</u> allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for; and
 - (b) <u>Arithmetical corrections.</u> Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider

bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.

- 28.4. Based on the detailed evaluation of bids, those that comply with the abovementioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.
- 28.5. The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Schedule of Prices.
- 28.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.
- 28.7. If so indicated pursuant to **ITB** Clause 1.2, Bids are being invited for individual lots or for any combination thereof, provided that all Bids and combinations of Bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid prices quoted shall correspond to all items specified for each lot and to all quantities specified for each item of a lot. Bid Security as required by **ITB** Clause 18 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in BDS Clause 28.3.

29. Post-Qualification

- 29.1. The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12, and 13.
- 29.2. Within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.

29.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 12

and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.

- 29.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.
- 29.5. A negative determination shall result in rejection of the Bidder's Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid with a fresh period to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation for contract award.
- 29.6. Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.
- 29.7. In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the bidder with the HOPE in accordance with Section 37.1.3 of the IRR of RA 9184.

30. Reservation Clause

- 30.1. Notwithstanding the eligibility or post-qualification of a Bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- 30.2. Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:

- (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
- (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
- (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
 - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;
 - (ii) If the project is no longer necessary as determined by the HoPE; and
 - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.
- 30.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:
 - (a) No bids are received;
 - (b) All prospective Bidders are declared ineligible;
 - (c) All bids fail to comply with all the bid requirements or fail postqualification; or
 - (d) The bidder with the LCRB refuses, without justifiable cause to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

F. Award of Contract

31. Contract Award

- 31.1. Subject to **ITB** Clause 29, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB.
- 31.2. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.

- 31.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
 - (a) Submission of the following documents within ten (10) calendar days from receipt of the Notice of Award:
 - (i) Valid JVA, if applicable; or
 - (ii) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign Bidder;
 - (b) Posting of the performance security in accordance with **ITB** Clause 33;
 - (c) Signing of the contract as provided in **ITB** Clause 32; and
 - (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.
- 31.4. At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in Section VI. Schedule of Requirements.

32. Signing of the Contract

- 32.1. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 32.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.
- 32.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 32.4. The following documents shall form part of the contract:
 - (a) Contract Agreement;
 - (b) Bidding Documents;
 - (c) 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;
 - (d) Performance Security;
 - (e) Notice of Award of Contract; and

(f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

33. Performance Security

- 33.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.
- 33.2. The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

	Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
(a) (b)	Cash or cashier's/manager's check issued by a Universal or Commercial Bank. For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument. Bank draft/guarantee or	
	irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	Five percent (5%)
	For biddings conducted by the LGUs, the Bank Draft/ Guarantee or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.	
(c)	Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

33.3. Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the LCRB is identified and selected for recommendation of contract award. However if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

34. Notice to Proceed

Within seven (7) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue the Notice to Proceed (NTP) together with a copy or copies of the approved contract to the successful Bidder. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

35. Protest Mechanism

Decisions of the procuring entity at any stage of the procurement process may be questioned in accordance with Section 55 of the IRR of RA 9184.

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

Section III is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB included in Section II, 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, the applicable rules regarding bid price and currency, and the bid evaluation criteria that will apply to the bids. In preparing Section III, the following aspects should be checked:

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

For foreign-assisted projects, the Bid Data Sheet to be used is provided in Section IX-Foreign-Assisted Projects.

Bid Data Sheet

ITB Clause	
1.1	The Procuring Entity is MARIVELES MENTAL WELLNESS AND GENERAL HOSPITAL
	The name of the Contract is Procurement of General Medicines 2020.
	The identification number of the Contract is 2020-05 .
1.2	The lot(<i>s</i>) and reference is/are:
	[insert name]
2	The Funding Source is:
	The Government of the Philippines (GOP) through approved Government Appropriation Act of 2020 in the amount of <i>Nine Million Four Thousand Six Hundred Fifty Three Pesos and 86/100 only (P9,004,653.86)</i> .
	NOTE: In the case of National Government Agencies, the General Appropriations Act and/or continuing appropriations; in the case of Government-Owned and/or –Controlled Corporations, Government Financial Institutions, and State Universities and Colleges, the Corporate Budget for the contract approved by the governing Boards; in the case of Local Government Units, the Budget for the contract approved by the respective Sanggunian.
	The name of the Project is: Procurement of General Medicines 2020.
3.1	No further instructions.
5.1	No further instructions.
5.2	Foreign bidders, except those falling under ITB Clause 5.2(b), may not participate in this Project.
5.4	<i>For the procurement of</i> General Medicines. The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 12.1(a)(ii), a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
7	No further instructions.
8.1	Subcontracting is not allowed.

8.2	Not applicable.
9.1	The Procuring Entity will hold a pre-bid conference for this Project on February 19, 2020 at Procurement Conference Room, MMWGH Compound, Mariveles, Bataan.
10.1	The Procuring Entity's address is:
	P. Monroe Street, Mariveles, Bataan
	VINCENT A. ISIP, BAC Secretariat
	047-633-4992
	procurement@mmh.gov.ph
12.1(a)	No further instructions.
12.1(a)(ii)	The bidder's SLCC similar to the contract to be bid should have been completed within <i>2 years</i> prior to the deadline for the submission and receipt of bids.
13.1	No additional requirements.
13.1(b)	No further instructions.
13.1(c)	No additional requirements.
13.2	The ABC is <i>Nine Million Four Thousand Six Hundred Fifty Three Pesos</i> <i>and 86/100 only (P9,004,653.86).</i> Any bid with a financial component exceeding this amount shall not be accepted.
15.4(a)(iv)	No incidental services are required.
15.4(b)	Not applicable
	No incidental services are required.
16.1(b)	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.
16.3	Not applicable
17.1	Bids will be valid until June 29, 2020 .
18.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:
	1. The amount of not less than P180,093.08 , if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or

	2. The amount of not less than P450,232.69 if bid security is in Surety Bond.
18.2	The bid security shall be valid until June 29, 2020 .
20.3	Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid.
21	The address for submission of bids is Procurement Conference Room , MMWGH Compound, Mariveles, Bataan .
	The deadline for submission of bids is March 2, 2020 2PM.
24.1	The place of bid opening is Procurement Conference Room, MMWGH Compound, Mariveles, Bataan .
	The date and time of bid opening is March 2, 2020 2PM.
24.2	No further instructions.
24.3	No further instructions.
27.1	No further instructions.
28.3 (a)	Grouping and Evaluation of Lots –
	Lots should be formed of similar items that are likely to attract the maximum competition. A lot is the quantity and number of items that will be included in a single contract. For example:
	Option 1 – Each item to be evaluated and compared with other Bids separately and recommended for contract award separately.
	<i>Option 2 - All items to be grouped together to form one complete Lot that will be awarded to one Bidder to form one complete contract.</i>
	Option 3 - Similar items, to be grouped together to form several lots that shall be evaluated and awarded as separate contracts.
	Partial bids are allowed. All Goods are grouped in lots listed below. Bidders shall have the option of submitting a proposal on any or all lots and evaluation and contract award will be undertaken on a per lot basis. Lots shall not be divided further into sub-lots for the purpose of bidding, evaluation, and contract award.
	In all cases, the NFCC computation, if applicable, must be sufficient for all the lots or contracts to be awarded to the Bidder.

28.4	No further instructions.
29.2	No additional requirement.
32.4(f)	No additional requirement.

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The GCC in Section IV, read in conjunction with the SCC in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

The GCC herein shall not be altered. Any changes and complementary information, which may be needed, shall be introduced only through the SCC in Section V.

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1. Definitions

- 1.1. In this Contract, the following terms shall be interpreted as indicated:
 - (a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
 - (c) "The Goods" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
 - (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
 - (e) "GCC" means the General Conditions of Contract contained in this Section.
 - (f) "SCC" means the Special Conditions of Contract.
 - (g) "The Procuring Entity" means the organization purchasing the Goods, as named in the <u>SCC</u>.
 - (h) "The Procuring Entity's country" is the Philippines.
 - (i) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the <u>SCC</u>.
 - (j) The "Funding Source" means the organization named in the <u>SCC</u>.
 - (k) "The Project Site," where applicable, means the place or places named in the <u>SCC</u>.
 - (l) "Day" means calendar day.
 - (m) The "Effective Date" of the contract will be the date of signing the contract, however the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved contract.
 - (n) "Verified Report" refers to the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds

or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 2.1. Unless otherwise provided in the <u>SCC</u>, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
 - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
 - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international

financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

- (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.
- 2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in **GCC** Clause 2.1(a).

3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

4. Governing Law and Language

- 4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.
- 4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

5. Notices

5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the <u>SCC</u>, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the <u>SCC</u> for GCC Clause 5.1.

6. Scope of Contract

- 6.1. The Goods and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.
- 6.2. 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. Any additional requirements for the completion of this Contract shall be provided in the <u>SCC</u>.

7. Subcontracting

- 7.1. Subcontracting of any portion of the Goods, if allowed in the **BDS**, does not relieve the Supplier of any liability or obligation under this 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.
- 7.2. If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS.** In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

8. **Procuring Entity's Responsibilities**

- 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 6.

9. Prices

9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.

9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with **GCC** Clause 29.

10. Payment

- 10.1. Payments shall be made only upon a certification by the HoPE to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in **GCC** Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the **SCC** provision for **GCC** Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3. Pursuant to GCC Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the schedule stated in the <u>SCC</u>.
- 10.4. Unless otherwise provided in the <u>SCC</u>, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.
- 10.5. Unless otherwise provided in the <u>SCC</u>, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the <u>SCC</u>. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

11. Advance Payment and Terms of Payment

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.
- 11.3. For Goods supplied from abroad, unless otherwise indicated in the <u>SCC</u>, the terms of payment shall be as follows:
 - (a) On Contract Signature: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount

valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.

- (b) On Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the <u>SCC</u> provision on Delivery and Documents.
- (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the <u>SCC</u> provision on Delivery and Documents.

12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

13. Performance Security

- 13.1. Within ten (10) calendar days from receipt of the Notice of Award 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 the forms prescribed in the **ITB** Clause 33.2.
- 13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
 - (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
 - (b) The Supplier has no pending claims for labor and materials filed against it; and

- (c) Other terms specified in the <u>SCC</u>.
- 13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

- 14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 14.2. Any document, other than this Contract itself, enumerated in GCC Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

16. Inspection and Tests

- 16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The <u>SCC</u> and 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.
- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.
- 16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with

such attendance including, but not limited to, all traveling and board and lodging expenses.

- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the <u>SCC</u>. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total Contract Price or other such amount if so specified in the <u>SCC</u>. The said amounts shall only be released after the lapse of the warranty period specified in the <u>SCC</u>; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4. 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, within the period specified in the <u>SCC</u> and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under GCC Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3. Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 29 without the application of liquidated damages.

19. Liquidated Damages

Subject to GCC Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity may rescind or terminate the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.

- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

- 21.1. The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the <u>SCC</u>.
- 21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. Force Majeure

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Supplier could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

23. Termination for Default

23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:

- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contact price;
- (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or
- (c) The Supplier fails to perform any other obligation under the Contract.
- 23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.
- 23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

25. Termination for Convenience

- 25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.
- 25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:

- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.
- 25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

- 26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:
 - (a) Corrupt, fraudulent, and coercive practices as defined in **ITB** Clause 3.1(a);
 - (b) Drawing up or using forged documents;
 - (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
 - (d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

- 27.1. The following provisions shall govern the procedures for termination of this Contract:
 - Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
 - (b) Upon recommendation by the Implementing Unit, the HoPE shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
 - (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;

- (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
- (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

29. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

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.

The provisions of this Section 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 Section IV must be incorporated.
- (b) Amendments and/or supplements to provisions of Section IV, 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 Section IV should be incorporated herein.

For foreign-assisted projects, the Special Conditions of Contract to be used is provided in Section IX-Foreign-Assisted Projects.

Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is Mariveles Mental Wellness and General Hospital.
1.1(i)	The Supplier is <i>[to be inserted at the time of contract award]</i> .
1.1(j)	The Funding Source is
	the Government of the Philippines (GOP) through approved General Appropriation Act of 2020 in the amount of Nine Million Four Thousand Six Hundred Fifty Three Pesos and 86/100 only (P9,004,653.86).
	NOTE: In the case of National Government Agencies, the General Appropriations Act and/or continuing appropriations; in the case of Government-Owned and/or –Controlled Corporations, Government Financial Institutions, and State Universities and Colleges, the Corporate Budget for the contract approved by the governing Boards; in the case of Local Government Units, the Budget for the contract approved by the respective Sanggunian.
1.1(k)	The Project Site is Mariveles Mental Wellness and GeneralHospital, P. Monroe Street, Mariveles, Bataan.
2.1	No further instructions.
5.1	The Procuring Entity's address for Notices is:
	Address: P. Monroe Street, Mariveles, Bataan.
	Name of contact: VINCENT A. ISIP
	Telephone number: 047-633-4992
	The Supplier's address for Notices is: [Insert address including, name of contact, fax and telephone number]
6.2	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:
	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

	COTERMS published by the International Chamber of herce, Paris. The Delivery terms of this Contract shall be as as:
to the	oods Supplied from Abroad, state "The delivery terms applicable Contract are DDP delivered [insert place of destination]. In lance with INCOTERMS."
terms <i>destine</i> Entity	<i>boods Supplied from Within the Philippines, state</i> "The delivery applicable to this Contract are delivered <i>[insert place of ation]</i> . Risk and title will pass from the Supplier to the Procuring upon receipt and final acceptance of the Goods at their final ation."
the ter details	ery of the Goods shall be made by the Supplier in accordance with rms specified in Section VI. Schedule of Requirements. The s of shipping and/or other documents to be furnished by the ther are as follows:
For G	oods supplied from within the Philippines:
the Pr	delivery of the Goods to the Project Site, the Supplier shall notify rocuring Entity and present the following documents to the ring Entity:
(i)	Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
(ii)	Original and four copies delivery receipt/note, railway receipt, or truck receipt;
(iii)	Original Supplier's factory inspection report;
(iv)	Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;
(v)	Original and four copies of the certificate of origin (for imported Goods);
(vi)	Delivery receipt detailing number and description of items received signed by the authorized receiving personnel;
(vii)	Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and
(viii)	Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.
For G	oods supplied from abroad:
insurat Contra	shipment, the Supplier shall notify the Procuring Entity and the nce company by cable the full details of the shipment, including act Number, description of the Goods, quantity, vessel, bill of number and date, port of loading, date of shipment, port of

charge etc. Upon delivery to the Project Site, the Supplier shall ify the Procuring Entity and present the following documents as licable with the documentary requirements of any letter of credit red taking precedence:
Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
Original and four copies of the negotiable, clean shipped on board bill of lading marked "freight pre-paid" and five copies of the non-negotiable bill of lading ;
Original Supplier's factory inspection report;
Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;
Original and four copies of the certificate of origin (for imported Goods);
Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site;
) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and
i) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.
purposes of this Clause the Procuring Entity's Representative at the ject Site is <i>[insert name(s)]</i> .
idental Services –
e Supplier is required to provide all of the following services, uding additional services, if any, specified in Section VI. Schedule Requirements:
ect appropriate requirements and delete the rest.
performance or supervision of on-site assembly and/or start-up of the supplied Goods;
furnishing of tools required for assembly and/or maintenance of the supplied Goods;
furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
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.
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
 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 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 spares for the Goods for a period of <i>[insert here the time period specified. If not used insert time period of three times the warranty period].</i>
Other spare parts and components shall be supplied as promptly as possible, but in any case within <i>[insert appropriate time period]</i> months 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.
Insurance –
The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.
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 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 <i>force majeure</i> in accordance with GCC Clause 22.	
	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.	
	Patent 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.	
10.4	Not applicable.	
10.5	Payment using LC is not allowed.	
11.3	Maintain the GCC Clause.	
13.4(c)	No further instructions.	
16.1	None.	
17.3	<i>If the Goods pertain to Expendable Supplies:</i> Three (3) months after acceptance by the Procuring Entity of the delivered Goods or after the Goods are consumed, whichever is earlier. <i>If the Goods pertain to Non-expendable Supplies:</i> One (1) year after acceptance by the Procuring Entity of the delivered Goods.	
17.4	The period for correction of defects in the warranty period is 7 days .	
21.1	No additional provision.	
<i>4</i> 1.1		

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	Total	Delivered, Weeks/Months

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) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured.. Only if this is done will the objectives of transparency, equity, efficiency, fairness and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

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

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

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable. Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "or at least equivalent." References to brand names cannot be used when the Funding Source is the GOP.

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

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

Technical Specifications

Item	Specification	Statement of Compliance
		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 Bidders 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 provisions of ITB Clause 3.1(a)(ii) and/or GCC Clause 2.1(a)(ii).

Section VIII. Bidding Forms

Notes on the Bidding Forms

The Bidder shall complete and submit with its Bid the **Bid Form** and **Price Schedules** in accordance with **ITB** Clause 15 with the requirements of the Bidding Documents and the format set out in this Section.

When requested in the BDS, the Bidder should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the Entity, pursuant to **ITB** Clause 18.1.

The **Contract Agreement Form**, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted Bid resulting from price corrections. The Price Schedule and Schedule of Requirements deemed to form part of the contract should be modified accordingly.

The **Performance Security Form** and **Bank Guarantee Form for Advance Payment** should not be completed by the Bidders at the time of their Bid preparation. Only the successful Bidder will be required to provide performance security and bank guarantee for advance payment in accordance with one of the forms indicated herein or in another form acceptable to the Procuring Entity and pursuant to **GCC** Clause 13 and its corresponding SCC provision.

The sworn affidavit must be completed by all Bidders in accordance with **ITB** Clause 4.2. Failure to do so and submit it with the bid shall result in the rejection of the bid and the Bidder's disqualification.

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Bid Form

Date: ______ Invitation to Bid³ N^o: _____

To: [name and address of Procuring Entity]

Gentlemen and/or Ladies:

Having examined the Bidding Documents including 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 Bidding Documents for the sum of [total Bid amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in <u>BDS</u> provision for **ITB** Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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:⁴

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

(if none, state "None")

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

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

³ If ADB, JICA and WB funded projects, use IFB.

⁴ Applicable only if the Funding Source is the ADB, JICA or WB.

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, [for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of <u>Name of Bidder</u>, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the <u>Name of Project</u> of the <u>Name of the Procuring Entity</u>] [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the <u>Name of Bidder</u>, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for <u>Name of Project</u> of the <u>Name of the Procuring Entity</u>].

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.

Dated this _____ day of _____ 20____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

For Goods Offered From Abroad

.

Name of Bidder _____. Invitation to Bid⁵ Number ____. Page _____ of

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)

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

⁵ If ADB, JICA and WB funded projects, use IFB.

For Goods Offered From Within the Philippines

Name of Bidder ______. Invitation to Bid⁶ Number _. Page_ of _____.

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

⁶ If ADB, JICA and WB funded projects, use IFB.

THIS AGREEMENT made the _____ day of _____ 20____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called "the Entity") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., [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] (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 shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.* bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the General Conditions of Contract;
- (e) the Special Conditions of Contract;
- (f) the Performance Security; and
- (g) the Entity's Notice of Award.

3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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.

Signed, sealed, delivered by ______ the _____ (for the Entity)

Signed, sealed, delivered by ______ the _____ (for the Supplier).

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

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. Select one, delete the other:

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

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

2. Select one, delete the other:

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

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

- 3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- 5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. Select one, delete the rest:

If a sole proprietorship: The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure 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.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of ____, 20___ at ____, Philippines.

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice

(A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. ______ and his/her Community Tax Certificate No. ______ issued on _____ at _____.

Witness my hand and seal this ____ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commis	ssion
Notary Public for	until
Roll of Attorneys No	
PTR No [dat	te issued], [place issued]
IBP No [dat	te issued], [place issued]

Doc. No. _____ Page No. _____ Book No. _____ Series of _____

* This form will not apply for WB funded projects.

To: [name and address of PROCURING ENTITY] [name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 10 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the [bank or financial institution], as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding [amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

BID SECURING DECLARATION FORM

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

X-----X

BID SECURING DECLARATION Invitation to Bid: [Insert Reference number]

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

I/We⁷, 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 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 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;
 - (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].

⁷ Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE] [Insert Signatory's Legal Capacity] Affiant

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on _____ at ____.

Witness my hand and seal this ____ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission	
Notary Public for	_ until
Roll of Attorneys No	
PTR No [date iss	ued], [place issued]
IBP No [date iss	ued], [place issued]

Doc. No. _____ Page No. _____ Book No. _____ Series of _____



Mariveles, Bataan

Name of Bidder/Distributor

Address:

NO.	ITEMS	QTY.	Dosage Form	BRAND	UNIT COST	AMOUNT
1	0.9% Sodium Chloride 1L	1,500	bots			
2	0.9% Sodium Chloride 500ml	120	bots			
3	0.9% Sodium Chloride 50ml	120	bots			
4	5% Dextrose in 0.3% Sodium Chloride 1L	720	bots			
5	5% Dextrose in 0.9% Sodium Chloride 1L	120	bots			
6	5% Dextrose in Lactated Ringer's 1L	720	bots			
7	5% Dextrose in Water 1L	360	bot			
8	5% Dextrose in Water 500ml	120	bot			
9	5% Dextrose in Water 250ml	120	bot			
10	Balanced Multiple Maintenance Solution with 5% Dextrose for Adult 1L	720	bot			
11	Balanced Multiple Maintenance Solution with 5% Dextrose for Pedia 500ml	120	bot			
12	Glucose (Dextrose) 50%, 50ml	100	vial			
13	Lactated Ringer's Solution 500ml	1,200	bot			
14	Mannitol 20%, 250ml	120	bot			
15	Mannitol 20%, 500ml	120	bot			
16	Sterile Water 50ml	500	vial			
17	Acetylcysteine 100mg Effervescent powder	1,000	sachet			
18	Acetylcysteine 600mg Effervescent tablet	5,000	tablet			
19	Aciclovir 200mg	1,200	tablet			
20	Aciclovir 400mg	1,200	tablet			
21	Activated charcoal 20gm	100	pack			
22	Adenosine 3mg/ml-2ml	36	amp			
23	Albendazole 400mg	800	tablet			
24	Allopurinol 100mg	6,000	tablet			
25	Allopurinol 300mg	4,000	tablet			
26	Aluminum Hydroxide + Magnesium Hydroxide 225mg + 200ml /5ml, 60ml	200	bot			
27	Aluminum Hydroxide + Magnesium Hydroxide 200mg + 100mg	2,400	tablet			
28	Amikacin (as Sulfate) 250mg/ml-2ml	720	amp/vial			
29	Amino Acid+ carbohydrates+ minerals+ vitamins +electrolytes, 1000ml	60	bot/bag			
30	Amino Acids 7% soln 500ml	60	bots			
					Sub Total	-

Mariveles, Bataan

Name of Bidder/Distributor

Address:

NO.	ITEMS	QTY.	Dosage Form	BRAND	UNIT COST	AMOUNT
31	Amiodarone 150mg/3ml	100	amp			
32	Amlodipine 5mg	15,000	tablet			
33	Amlodipine 10mg	15,000	tablet			
34	Amoxicillin 500mg	12,000	capsule			
35	Ampicillin + Sulbactam 1.5g	900	vial			
36	Anti-Rabies vaccine vero cell 2.5iu/0.5ml	2	vial			
37	Anti-tetanus serum 1500 IU/ml, 1ml amp/vial	600	amp/vial			
38	Ascorbic Acid 500mg	150,000	tablet			
39	Aspirin 80mg	10,000	tablet			
40	Atorvastatin 10mg	10,000	tablet			
41	Atorvastatin 20mg	10,000	tablet			
42	Atorvastatin 40mg	10,000	tablet			
43	Atorvastatin 80mg	10,000	tablet			
44	Atracurium 10mg/ml, 2.5ml	20	amp			
45	Azithromycin 500mg	6,000	tablet			
46	Betahistine 24mg	300	tab			
47	Betahistine 16mg	300	tab			
48	Betamethasone 0.1% cream/ointment	240	tube			
49	Biphasic Isophane Human Insulin 70/30 10ml	20	vial			
50	Bisacodyl 5mg	500	tab			
51	Bisacodyl 10mg	100	supp			
52	Bisacodyl 5mg	100	supp			
53	Budesonide 250mcg/ml, 2ml	3,000	nebule			
54	Budesonide+Formoterol 160mcg + 4.5mcg x 120 doses	200	inhaler			
55	Bupivacaine HCI 5mg/ml Spinal Heavy(0.8% dextrose),4ml	200	amp			
56	Calcium Carbonate 500mg	10,000	tablet			
57	Calcium Carbonate 500mg + Vitamin D	10,000	cap/tab			
58	Captopril 25mg	2,400	tab			
59	Carboprost 250mcg/ml-1ml	100	amp			
60	Carvedilol 6.25mg	10,000	tab			
					Sub Total	-

Mariveles, Bataan

Name of Bidder/Distributor

Address:

NO.	ITEMS	QTY.	Dosage Form	BRAND	UNIT COST	AMOUNT
61	Cefalexin 500mg	10,000	capsule			
62	Cefixime 20mg/ml-10ml suspension	60	bots			
63	Cefixime 100mg/5ml, 60ml suspension	60	bots			
64	Cefixime 200mg	3,600	capsule			
65	Cefoxitin 1g	1,000	vial			
66	Ceftazidime 1g	1,000	vial			
67	Ceftriaxone 1g + 10ml diluent	10,000	vial			
68	Cefuroxime 500mg	10,000	tablet			
69	Cefuroxime 750mg	1,000	vial			
70	Celecoxib 200mg	3,000	capsule			
71	Cetirizine 10mg	2,500	tablet			
72	Cetirizine 5mg/5ml 30ml	200	bots			
73	Chlorhexidine Gluconate 0.12%, 120ml	40	bot			
74	Chlorphenamine maleate 4mg	2,500	tablet			
75	Cilostazol 50mg	1,200	tab			
76	Ciprofloxacin 2mg/ml, 100ml	2,400	vial			
77	Ciprofloxacin 500mg	10,000	tab			
78	Clarithromycin 500mg	3,000	tablet			
79	Clindamycin 150mg/ml, 2ml	1,000	amp			
80	Clindamycin 150mg	1,200	capsule			
81	Clindamycin 300mg	10,000	capsule			
82	Clobetasol Oint./Cream 0.05%, 5g	100	tube			
83	Clonidine 75mcg	1,000	tablet			
84	Clopidogrel 75mg	5,000	tab			
85	Clotrimazole 2% (20mg/g) 30g cream	200	tube			
86	Cloxacillin 500mg	10,000	tablet			
87	Co-Amoxiclav 228.5mg/5ml, 70ml	200	bots			
88	Co-Amoxiclav 457/5ml, 70ml	200	bots			
89	Co-Amoxiclav 625mg	10,000	tab			
90	Cobra Antivenin 800 IU/ml, 5ml	2	ampule			
					Sub Total	-

Mariveles, Bataan

Name of Bidder/Distributor

Address:

NO.	ITEMS	QTY.	Dosage Form	BRAND	UNIT COST	AMOUNT
91	Cotrimoxazole 800mg/160mg	6,000	tablet			
92	Dextran 70 in 5% Dextrose 500ml	20	bot/bag			
93	Diclofenac 25mg/ml, 3ml	500	amp			
94	Digoxin 250mcg	1,000	tablet			
95	Digoxin 250mcg/ml, 2ml	100	amp			
96	Diltiazem 60mg	5,000	tab			
97	Diphenhydramine 25mg	2,400	capsule			
98	Diphenhydramine 50mg	120,000	capsule			
99	Diphenhydramine 50mg/ml, 1ml	3,000	amp			
100	Dobutamine 2mg/ml 250ml Premixed	300	bag			
101	Dobutamine 50mg/ml, 5ml	100	amps			
102	Domperidone 1mg/ml, 60ml	40	bot			
103	Domperidone 10mg	800	tablet			
104	Dopamine 1.6mg/ml 250ml Premixed	300	bots			
105	Dopamine 40mg/ml, 5ml	600	amps			
106	Doxycycline 100mg (as Hydrate)	1,600	cap			
107	Dydrogesterone 10mg	1,000	tablet			
108	Enalapril 5mg	500	tab			
109	Enoxaparin 100mg/ml,0.4ml	300	p.syringe			
110	Eperisone 50mg	1,200	tablet			
111	Epinephrine 1mg/ml Epoetin Alfa (recombinant human erythropoietin)	600	amp			
112	Epoetin Alfa (recombinant human erythropoietin) 4000 IU/0.4ml	600	p.syringe			
113	Erythromycin 500mg	1,200	tablet			
114	Ethambutol 400mg	1,200	tablet			
115	Fenofibrate 160mg	3,000	tablet			
116	Fenofibrate 200mg	3,000	tablet			
117	Ferrous Salt 60mg elemental iron + Folic Acid 400 mcg	100,000	tablet			
118	Finasteride 5mg	600	tablet			
119	Fluconazole 150mg	300	capsule			
120	Fluticasone + Salmeterol 125mcg + 25mcg x120 doses MDI	180	piece			
					Sub Total	-

Mariveles, Bataan

Name of Bidder/Distributor

Address:

NO.	ITEMS	QTY.	Dosage Form	BRAND	UNIT COST	AMOUNT
121	Fluticasone + Salmeterol, 250mcg + 25mcg x 120 doses MDI	300	piece			
122	Folic Acid 5mg	10,000	tablet			
123	Fondaparinux 2.5mg/0.5mL	40	piece			
124	Furosemide 10mg/ml 2ml	300	amp			
125	Furosemide 20mg	1,000	tablet			
126	Gliclazide 30mg MR	3,000	tablet			
127	Gliclazide 60mg MR	3,000	tablet			
128	Heparin 1000 IU/ml, 5ml	60	vial			
129	Hydralazine 20mg/ml, 1ml	200	amp			
130	Hydrocortisone 100mg	300	vial			
131	Hydroxyethyl Starch 6%, 500ml	20	bot/bag			
132	Hyoscine (as N-Butylbromide) 10mg	500	tablet			
133	Hyoscine (as N-Butylbromide) 20mg/ml, 1ml	80	ampule			
134	Hypromellose Ophthalmic Solution 0.3%, 10ml	20	bot			
135	Immunoglobulin, Hepatitis B(human) 0.5ml Ipratropium+Salbutamol 500mcg + 2.5mg x 2.5ml	300	vial			
136	Ipratropium+Salbutamol 500mcg + 2.5mg x 2.5ml (unit dose)	2,400	nebule			
137	Isoflurane 100ml	20	bottle			
138	Isophane Insulin Human 100iu/ml 10ml	6	vial			
139	Isosorbide Dinitrate 1mg/ml 10ml	100	ampule			
140	Isosorbide Dinitrate 5mg Sublingual	300	tab			
141	Isosorbide-5-mononitrate 30mg MR	1,500	tab			
142	Isoxsuprine 5mg/ml	36	amp			
143	Itraconazole 100mg	400	cap			
144	Ketamine 50mg/ml, 10ml	24	vial			
145	Ketoconazole 2% Shampoo	400	bottle			
146	Ketorolac 30mg/ml - 1ml	400	amp			
147	Lactulose 3.3g/5ml, 120ml	600	bots			
148	Lagundi 600mg	2,000	tablet			
149	Lagundi 300mg/5ml, 120ml	40	bots			
150	Levofloxacin 500mg	2,000	tablet			
					Sub Total	-

Mariveles, Bataan

Name of Bidder/Distributor

Address:

NO.	ITEMS	QTY.	Dosage Form	BRAND	UNIT COST	AMOUNT
151	Levothyroxine 50mcg	1,000	tablet			
152	Levothyroxine 100mcg	1,000	tablet			
153	Lidocaine HCl 2%, 50ml	120	vial			
154	Lidocaine 10% Spray 50ml	36	bot			
155	LidocaineHCI with Epinehrine 1.8ml	2,500	carp			
156	Loratadine 10mg	1,200	tablet			
157	Losartan 100mg	5,000	tab			
158	Losartan 50mg	9,000	tab			
159	Losartan+HCTZ 50mg/12.5mg	1,000	tab			
160	Magnesium 250mg/ml, 10ml	300	amp			
161	Mebendazole 500mg	800	tablet			
162	Mefenamic Acid 250mg	2,000	cap			
163	Mefenamic Acid 500mg	10,000	tab/cap			
164	Meropenem 1g	1,200	vial			
165	Metformin 500mg	40,000	tablet			
166	Metformin 850mg	2,400	tablet			
167	Methimazole 5mg	1,200	tablet			
168	Methylergometrine 200mcg/ml,1ml ampule	100	amp			
169	Metoclopramide 5mg/ml 2ml	360	amp			
170	Metoclopramide 10mg	500	tablet			
171	Metoprolol 50mg	5,000	tab			
172	Metoprolol 100mg	3,000	tab			
173	Metronidazole 500mg	3,000	tablet			
174	Metronidazole 5mg/ml 100ml	600	vial			
175	Miconazole Oral Gel, 3.5g Monobasic Sodium Phosphate,Dibasic Sodium	100	tube			
176	Monobasic Sodium Phosphate,Dibasic Sodium Phosphate 19g/7g solution per 133ml	30	bot			
177	Montelukast 10mg	3,000	tab			
178	Morphine Sulfate 10mg/ml, 1ml	60	amp			
179	Multivitamins	150,000	cap			
180	Mupirocin Ointment 2%, 15g	100	tube			
					Sub Total	-

Mariveles, Bataan

Name of Bidder/Distributor

Address:

NO.	ITEMS	QTY.	Dosage Form	BRAND	UNIT COST	AMOUNT
181	Nalbuphine 10mg/ml, 1ml	200	amp			
182	Naloxone 400mcg/ml, 1ml	60	amp/vial			
183	Nifedipine 10mg	400	cap			
184	Nitrofurantoin 100mg	1,000	capsule			
185	Norepinephrine 1mg/ml, 2ml	300	amp			
186	Ofloxacin Ear Drops 0.3%, 5ml Bottle	60	bot			
187	Ofloxacin Eye Drops 0.3%, 5ml Bottle	60	bot			
188	Omeprazole 40mg	6,000	cap			
189	Omeprazole 40mg	400	vial			
190	Oral Rehydration Salts (ORS 75-replacement) 5.125g	6,000	sachet			
191	Oxytocin 10 iu/ml	500	amp			
192	Paracetamol 150mg/ml 2ml	6,000	amp			
193	Paracetamol 500mg	10,000	tab			
194	Penicillin G Benzathine 1,200,000 units	200	vial			
195	Permethrin Shampoo, 60ml	300	bot			
196	Permethrin Lotion 5%, 60ml	240	bot			
197	Petroleum Jelly, 25	40	jar			
198	Phytomenadione 10mg/ml	600	amp			
199	Piperacillin+Tazobactam 4g+500mg	600	vial			
200	Potassium Chloride 600mg	2,500	tablet			
201	Potassium Chloride 750mg durules	2,500	tablet			
202	Potassium Citrate 10mEq	3,000	tablet			
203	Povidone Iodine 10% 1Gal	24	gallon			
204	Povidone Iodine Oral Antiseptic 60ml	240	bot			
205	Povidone lodine (Surgical Skin Cleanser) 7.5% 1Gal	2	bot			
206	Prednisone 20mg	600	tablet			
207	Prednisone 10mg	600	tablet			
208	Prednisone 5mg	1,200	tablet			
209	Propofol 10mg/ml 20ml	60	amp/vial			
210	Propranolol 10mg	2,400	tablet			
		2,100			Sub Total	-

Mariveles, Bataan

Name of Bidder/Distributor

Address:

NO.	ITEMS	QTY.	Dosage Form	BRAND	UNIT COST	AMOUNT
211	Propylthiouracil 50mg	500	tablet			
212	Rabies Immunoglobulin (human) 150 IU/ml, 5ml	12	vial			
213	Ranitidine 150mg	900	tablet			
214	Ranitidine 300mg	800	tablet			
215	Ranitidine 25mg/ml, 2ml Regular, Insulin (recombinant DNA human) 100	100	amp/vial			
216	Regular, Insulin (recombinant DNA human) 100 IU/ml, 10ml (SC, IV/IM)	12	vial			
217	Rifampicin 450mg	3,600	tablet			
218	Rifampicin 200mg/5ml suspension,120ml	40	bots			
219	Rifaximin 200mg	200	tablet			
220	Rosuvastatin 10mg	1,600	tablet			
221	Rosuvastatin 20mg	2,400	tablet			
222	Salbutamol 1mg/ml 2.5ml	5,000	neb			
223	Salicylic Acid 5% 60ml	60	bot			
224	Sambong 500mg	4,000	tab			
225	Silver Sulfadiazine cream 15g	60	tube			
226	Simvastatin 20mg	3,000	tablet			
227	Sodium Bicarbonate 650mg	800	tab			
228	Sodium Hyaluronate Eye drops	60	bot			
229	Spironolactone 25mg	1,000	tablet			
230	Standard Senna Concentrate 187mg	400	tablet			
231	Standard Senna Concentrate 374mg	800	tablet			
232	Streptomycin 1g	2,400	vial			
233	Sulfur Ointment 30g	200	tube			
234	Tamsulosin 200mcg	600	capsule			
235	Tamsulosin 400mcg MR	1,200	capsule			
236	Telmisartan 40mg	2,400	tablet			
237	Telmisartan 80mg	2,400	tablet			
238	Telmisartan + Hydrochlorothiazide 40mg +12.5mg	4,000	tablet			
239	Tetanus Toxoid 0.5ml ampule	1,000	ampule			
240	Tobramycin Eye Drops 0.3%, 5ml	100	bot			
					Sub Total	-

Mariveles, Bataan

Name of Bidder/Distributor

Address:

NO.	ITEMS	QTY.	Dosage Form	BRAND	UNIT COST	AMOUNT
241	Tobramycin+Dexamethasone eye ointment 0.3%+0.1%, 3.5g	100	tube			
242	Tramadol 50mg/ml 1ml	400	amp			
243	Tramadol 50mg	600	capsule			
244	Tranexamic Acid 500mg	400	capsule			
245	Tranexamic Acid 100mg/ml, 5ml	200	ampule			
246	Trimetazidine 35mg	6,000	tablet			
247	Ursodeoxycholic Acid 250mg	7,500	capsule			
248	Vancomycin 1g	100	vial			
249	Vitamin B1,B6,B12	150,000	tablet			
250	Vitamin B1,B6,B12(IM/IV/SC)	500	ampule			
251	Zinc	2,400	tablet			
					Sub Total	-
				GRANE	TOTAL	9,004,653.86

Mariveles, Bataan

Name of Bidder/Distributor

Address:

NO.	ITEMS	QTY.	Dosage Form	BRAND	UNIT COST	AMOUNT
1	0.9% Sodium Chloride 1L	1,500	bots		45.03	67,551.00
2	0.9% Sodium Chloride 500ml	120	bots		48.73	5,847.60
3	0.9% Sodium Chloride 50ml	120	bots		26.93	3,231.36
4	5% Dextrose in 0.3% Sodium Chloride 1L	720	bots		48.16	34,673.76
5	5% Dextrose in 0.9% Sodium Chloride 1L	120	bots		49.31	5,917.56
6	5% Dextrose in Lactated Ringer's 1L	720	bots		46.56	33,525.36
7	5% Dextrose in Water 1L	360	bot		49.09	17,673.48
8	5% Dextrose in Water 500ml	120	bot		46.32	5,558.52
9	5% Dextrose in Water 250ml	120	bot		58.54	7,025.04
10	Balanced Multiple Maintenance Solution with 5% Dextrose for Adult 1L	720	bot		49.28	35,481.60
11	Balanced Multiple Maintenance Solution with 5% Dextrose for Pedia 500ml	120	bot		46.57	5,588.88
12	Glucose (Dextrose) 50%, 50ml	100	vial		26.64	2,664.20
13	Lactated Ringer's Solution 500ml	1,200	bot		48.77	58,528.80
14	Mannitol 20%, 250ml	120	bot		123.44	14,813.04
15	Mannitol 20%, 500ml	120	bot		102.54	12,305.04
16	Sterile Water 50ml	500	vial		23.34	11,671.00
17	Acetylcysteine 100mg Effervescent powder	1,000	sachet		9.90	9,900.00
18	Acetylcysteine 600mg Effervescent tablet	5,000	tablet		24.20	121,000.00
19	Aciclovir 200mg	1,200	tablet		5.32	6,388.80
20	Aciclovir 400mg	1,200	tablet		14.61	17,529.60
21	Activated charcoal 20gm	100	pack		242.00	24,200.00
22	Adenosine 3mg/ml-2ml	36	amp		243.45	8,764.27
23	Albendazole 400mg	800	tablet		1.08	862.40
24	Allopurinol 100mg	6,000	tablet		3.08	18,480.00
25	Allopurinol 300mg	4,000	tablet		2.30	9,196.00
26	Aluminum Hydroxide + Magnesium Hydroxide 225mg + 200ml /5ml, 60ml	200	bot		36.30	7,260.00
27	Aluminum Hydroxide + Magnesium Hydroxide 200mg + 100mg	2,400	tablet		1.38	3,300.00
28	Amikacin (as Sulfate) 250mg/ml-2ml	720	amp/vial		30.03	21,621.60
29	Amino Acid+ carbohydrates+ minerals+ vitamins +electrolytes, 1000ml	60	bot/bag		2,200.00	132,000.00
30	Amino Acids 7% soln 500ml	60	bots		431.20	25,872.00
					Sub Total	728,430.91

Mariveles, Bataan

Name of Bidder/Distributor

Address:

NO.	ITEMS	QTY.	Dosage Form	BRAND	UNIT COST	AMOUNT
31	Amiodarone 150mg/3ml	100	amp		255.05	25,504.60
32	Amlodipine 5mg	15,000	tablet		0.52	7,755.00
33	Amlodipine 10mg	15,000	tablet		0.74	11,055.00
34	Amoxicillin 500mg	12,000	capsule		1.41	16,896.00
35	Ampicillin + Sulbactam 1.5g	900	vial		69.54	62,587.80
36	Anti-Rabies vaccine vero cell 2.5iu/0.5ml	2	vial		1,540.00	3,080.00
37	Anti-tetanus serum 1500 IU/ml, 1ml amp/vial	600	amp/vial		66.78	40,068.60
38	Ascorbic Acid 500mg	150,000	tablet		0.95	141,900.00
39	Aspirin 80mg	10,000	tablet		0.86	8,580.00
40	Atorvastatin 10mg	10,000	tablet		4.91	49,060.00
41	Atorvastatin 20mg	10,000	tablet		6.74	67,430.00
42	Atorvastatin 40mg	10,000	tablet		12.66	126,610.00
43	Atorvastatin 80mg	10,000	tablet		24.20	242,000.00
44	Atracurium 10mg/ml, 2.5ml	20	amp		94.96	1,899.26
45	Azithromycin 500mg	6,000	tablet		10.16	60,984.00
46	Betahistine 24mg	300	tab		44.00	13,200.00
47	Betahistine 16mg	300	tab		13.20	3,960.00
48	Betamethasone 0.1% cream/ointment	240	tube		56.80	13,632.96
49	Biphasic Isophane Human Insulin 70/30 10ml	20	vial		1,337.60	26,752.00
50	Bisacodyl 5mg	500	tab		2.04	1,017.50
51	Bisacodyl 10mg	100	supp		21.59	2,159.30
52	Bisacodyl 5mg	100	supp		18.15	1,815.00
53	Budesonide 250mcg/ml, 2ml	3,000	nebule		40.26	120,780.00
54	Budesonide+Formoterol 160mcg + 4.5mcg x 120 doses	200	inhaler		749.49	149,897.00
55	Bupivacaine HCI 5mg/ml Spinal Heavy(0.8% dextrose),4ml	200	amp		132.00	26,400.00
56	Calcium Carbonate 500mg	10,000	tablet		3.29	32,890.00
57	Calcium Carbonate 500mg + Vitamin D	10,000	cap/tab		5.56	55,550.00
58	Captopril 25mg	2,400	tab		1.00	2,402.40
59	Carboprost 250mcg/ml-1ml	100	amp		335.50	33,550.00
60	Carvedilol 6.25mg	10,000	tab		1.52	15,180.00
					Sub Total	1,364,596.42

Mariveles, Bataan

Name of Bidder/Distributor

Address:

NO.	ITEMS	QTY.	Dosage Form	BRAND	UNIT COST	AMOUNT
61	Cefalexin 500mg	10,000	capsule		2.84	28,380.00
62	Cefixime 20mg/ml-10ml suspension	60	bots		165.00	9,900.00
63	Cefixime 100mg/5ml, 60ml suspension	60	bots		192.50	11,550.00
64	Cefixime 200mg	3,600	capsule		9.66	34,768.80
65	Cefoxitin 1g	1,000	vial		109.38	109,384.00
66	Ceftazidime 1g	1,000	vial		41.17	41,173.00
67	Ceftriaxone 1g + 10ml diluent	10,000	vial		21.93	219,340.00
68	Cefuroxime 500mg	10,000	tablet		10.87	108,680.00
69	Cefuroxime 750mg	1,000	vial		18.56	18,557.00
70	Celecoxib 200mg	3,000	capsule		4.36	13,068.00
71	Cetirizine 10mg	2,500	tablet		0.47	1,182.50
72	Cetirizine 5mg/5ml 30ml	200	bots		77.00	15,400.00
73	Chlorhexidine Gluconate 0.12%, 120ml	40	bot		115.50	4,620.00
74	Chlorphenamine maleate 4mg	2,500	tablet		0.48	1,210.00
75	Cilostazol 50mg	1,200	tab		8.67	10,401.60
76	Ciprofloxacin 2mg/ml, 100ml	2,400	vial		27.97	67,135.20
77	Ciprofloxacin 500mg	10,000	tab		1.45	14,520.00
78	Clarithromycin 500mg	3,000	tablet		11.70	35,112.00
79	Clindamycin 150mg/ml, 2ml	1,000	amp		110.77	110,770.00
80	Clindamycin 150mg	1,200	capsule		4.29	5,148.00
81	Clindamycin 300mg	10,000	capsule		6.74	67,430.00
82	Clobetasol Oint./Cream 0.05%, 5g	100	tube		93.50	9,350.00
83	Clonidine 75mcg	1,000	tablet		6.59	6,589.00
84	Clopidogrel 75mg	5,000	tab		1.42	7,095.00
85	Clotrimazole 2% (20mg/g) 30g cream	200	tube		168.30	33,660.00
86	Cloxacillin 500mg	10,000	tablet		3.30	33,000.00
87	Co-Amoxiclav 228.5mg/5ml, 70ml	200	bots		172.04	34,408.00
88	Co-Amoxiclav 457/5ml, 70ml	200	bots		230.18	46,035.00
89	Co-Amoxiclav 625mg	10,000	tab		11.28	112,750.00
90	Cobra Antivenin 800 IU/ml, 5ml	2	ampule		1,100.00	2,200.00
					Sub Total	1,212,817.10

Mariveles, Bataan

Name of Bidder/Distributor

Address:

NO.	ITEMS	QTY.	Dosage Form	BRAND	UNIT COST	AMOUNT
91	Cotrimoxazole 800mg/160mg	6,000	tablet		2.20	13,200.00
92	Dextran 70 in 5% Dextrose 500ml	20	bot/bag		453.20	9,064.00
93	Diclofenac 25mg/ml, 3ml	500	amp		18.10	9,047.50
94	Digoxin 250mcg	1,000	tablet		4.68	4,675.00
95	Digoxin 250mcg/ml, 2ml	100	amp		130.17	13,017.40
96	Diltiazem 60mg	5,000	tab		20.90	104,500.00
97	Diphenhydramine 25mg	2,400	capsule		1.10	2,640.00
98	Diphenhydramine 50mg	120,000	capsule		1.33	159,720.00
99	Diphenhydramine 50mg/ml, 1ml	3,000	amp		24.56	73,689.00
100	Dobutamine 2mg/ml 250ml Premixed	300	bag		893.98	268,194.30
101	Dobutamine 50mg/ml, 5ml	100	amps		220.00	22,000.00
102	Domperidone 1mg/ml, 60ml	40	bot		99.00	3,960.00
103	Domperidone 10mg	800	tablet		2.32	1,856.80
104	Dopamine 1.6mg/ml 250ml Premixed	300	bots		385.36	115,608.90
105	Dopamine 40mg/ml, 5ml	600	amps		46.08	27,647.40
106	Doxycycline 100mg (as Hydrate)	1,600	cap		1.35	2,164.80
107	Dydrogesterone 10mg	1,000	tablet		57.01	57,013.00
108	Enalapril 5mg	500	tab		5.30	2,651.00
109	Enoxaparin 100mg/ml,0.4ml	300	p.syringe		216.95	65,085.90
110	Eperisone 50mg	1,200	tablet		15.40	18,480.00
111	Epinephrine 1mg/ml	600	amp		26.86	16,117.20
112	Epoetin Alfa (recombinant human erythropoietin) 4000 IU/0.4ml	600	p.syringe		451.33	270,798.00
113	Erythromycin 500mg	1,200	tablet		6.52	7,827.60
114	Ethambutol 400mg	1,200	tablet		3.75	4,501.20
115	Fenofibrate 160mg	3,000	tablet		32.45	97,350.00
116	Fenofibrate 200mg	3,000	tablet		14.74	44,220.00
117	Ferrous Salt 60mg elemental iron + Folic Acid 400 mcg	100,000	tablet		3.52	352,000.00
118	Finasteride 5mg	600	tablet		10.25	6,151.20
119	Fluconazole 150mg	300	capsule		77.00	23,100.00
120	Fluticasone + Salmeterol 125mcg + 25mcg x120 doses MDI	180	piece		251.63	45,292.50
					Sub Total	1,841,572.70

Mariveles, Bataan

Name of Bidder/Distributor

Address:

NO.	ITEMS	QTY.	Dosage Form	BRAND	UNIT COST	AMOUNT
121	Fluticasone + Salmeterol, 250mcg + 25mcg x 120 doses MDI	300	piece		330.00	99,000.00
122	Folic Acid 5mg	10,000	tablet		2.95	29,480.00
123	Fondaparinux 2.5mg/0.5mL	40	piece		1,232.00	49,280.00
124	Furosemide 10mg/ml 2ml	300	amp		6.96	2,088.90
125	Furosemide 20mg	1,000	tablet		1.43	1,430.00
126	Gliclazide 30mg MR	3,000	tablet		3.22	9,669.00
127	Gliclazide 60mg MR	3,000	tablet		10.87	32,604.00
128	Heparin 1000 IU/ml, 5ml	60	vial		53.71	3,222.78
129	Hydralazine 20mg/ml, 1ml	200	amp		47.49	9,497.40
130	Hydrocortisone 100mg	300	vial		23.17	6,949.80
131	Hydroxyethyl Starch 6%, 500ml	20	bot/bag		475.75	9,515.00
132	Hyoscine (as N-Butylbromide) 10mg	500	tablet		5.21	2,607.00
133	Hyoscine (as N-Butylbromide) 20mg/ml, 1ml	80	ampule		21.13	1,690.48
134	Hypromellose Ophthalmic Solution 0.3%, 10ml	20	bot		138.60	2,772.00
135	Immunoglobulin, Hepatitis B(human) 0.5ml	300	vial		1,320.00	396,000.00
136	Ipratropium+Salbutamol 500mcg + 2.5mg x 2.5ml (unit dose)	2,400	nebule		10.88	26,109.60
137	Isoflurane 100ml	20	bottle		1,550.02	31,000.42
138	Isophane Insulin Human 100iu/ml 10ml	6	vial		1,430.00	8,580.00
139	Isosorbide Dinitrate 1mg/ml 10ml	100	ampule		144.96	14,495.80
140	Isosorbide Dinitrate 5mg Sublingual	300	tab		8.80	2,640.00
141	Isosorbide-5-mononitrate 30mg MR	1,500	tab		8.71	13,068.00
142	Isoxsuprine 5mg/ml	36	amp		185.90	6,692.40
143	Itraconazole 100mg	400	cap		49.50	19,800.00
144	Ketamine 50mg/ml, 10ml	24	vial		501.17	12,028.10
145	Ketoconazole 2% Shampoo	400	bottle		275.00	110,000.00
146	Ketorolac 30mg/ml - 1ml	400	amp		17.46	6,982.80
147	Lactulose 3.3g/5ml, 120ml	600	bots		119.16	71,497.80
148	Lagundi 600mg	2,000	tablet		3.91	7,810.00
149	Lagundi 300mg/5ml, 120ml	40	bots		119.16	4,766.52
150	Levofloxacin 500mg	2,000	tablet		8.80	17,600.00
					Sub Total	1,008,877.80

Mariveles, Bataan

Name of Bidder/Distributor

Address:

NO.	ITEMS	QTY.	Dosage Form	BRAND	UNIT COST	AMOUNT
151	Levothyroxine 50mcg	1,000	tablet		3.96	3,960.00
152	Levothyroxine 100mcg	1,000	tablet		7.48	7,480.00
153	Lidocaine HCl 2%, 50ml	120	vial		41.80	5,016.00
154	Lidocaine 10% Spray 50ml	36	bot		2,200.00	79,200.00
155	LidocaineHCI with Epinehrine 1.8ml	2,500	carp		21.73	54,312.50
156	Loratadine 10mg	1,200	tablet		1.64	1,966.80
157	Losartan 100mg	5,000	tab		3.04	15,180.00
158	Losartan 50mg	9,000	tab		0.87	7,821.00
159	Losartan+HCTZ 50mg/12.5mg	1,000	tab		1.86	1,859.00
160	Magnesium 250mg/ml, 10ml	300	amp		62.35	18,704.40
161	Mebendazole 500mg	800	tablet		3.42	2,736.80
162	Mefenamic Acid 250mg	2,000	cap		2.09	4,180.00
163	Mefenamic Acid 500mg	10,000	tab/cap		1.53	15,290.00
164	Meropenem 1g	1,200	vial		175.32	210,381.60
165	Metformin 500mg	40,000	tablet		0.69	27,720.00
166	Metformin 850mg	2,400	tablet		5.72	13,728.00
167	Methimazole 5mg	1,200	tablet		8.80	10,560.00
168	Methylergometrine 200mcg/ml,1ml ampule	100	amp		15.47	1,546.60
169	Metoclopramide 5mg/ml 2ml	360	amp		4.38	1,576.08
170	Metoclopramide 10mg	500	tablet		2.37	1,182.50
171	Metoprolol 50mg	5,000	tab		1.21	6,050.00
172	Metoprolol 100mg	3,000	tab		1.82	5,445.00
173	Metronidazole 500mg	3,000	tablet		1.38	4,125.00
174	Metronidazole 5mg/ml 100ml	600	vial		16.43	9,860.40
175	Miconazole Oral Gel, 3.5g	100	tube		225.50	22,550.00
176	Monobasic Sodium Phosphate, Dibasic Sodium Phosphate 19g/7g solution per 133ml	30	bot		226.05	6,781.50
177	Montelukast 10mg	3,000	tab		9.54	28,611.00
178	Morphine Sulfate 10mg/ml, 1ml	60	amp		56.38	3,382.50
179	Multivitamins	150,000	cap		2.09	313,500.00
180	Mupirocin Ointment 2%, 15g	100	tube		146.78	14,678.40
					Sub Total	899,385.08

Mariveles, Bataan

Name of Bidder/Distributor

Address:

NO.	ITEMS	QTY.	Dosage Form	BRAND	UNIT COST	AMOUNT
181	Nalbuphine 10mg/ml, 1ml	200	amp		57.56	11,512.60
182	Naloxone 400mcg/ml, 1ml	60	amp/vial		289.54	17,372.52
183	Nifedipine 10mg	400	cap		4.17	1,667.60
184	Nitrofurantoin 100mg	1,000	capsule		8.58	8,580.00
185	Norepinephrine 1mg/ml, 2ml	300	amp		108.77	32,630.40
186	Ofloxacin Ear Drops 0.3%, 5ml Bottle	60	bot		214.50	12,870.00
187	Ofloxacin Eye Drops 0.3%, 5ml Bottle	60	bot		184.80	11,088.00
188	Omeprazole 40mg	6,000	cap		9.57	57,420.00
189	Omeprazole 40mg	400	vial		32.03	12,812.80
190	Oral Rehydration Salts (ORS 75-replacement) 5.125g	6,000	sachet		6.71	40,260.00
191	Oxytocin 10 iu/ml	500	amp		8.07	4,037.00
192	Paracetamol 150mg/ml 2ml	6,000	amp		4.87	29,238.00
193	Paracetamol 500mg	10,000	tab		0.32	3,190.00
194	Penicillin G Benzathine 1,200,000 units	200	vial		56.46	11,292.60
195	Permethrin Shampoo, 60ml	300	bot		330.00	99,000.00
196	Permethrin Lotion 5%, 60ml	240	bot		239.80	57,552.00
197	Petroleum Jelly, 25	40	jar		125.62	5,024.80
198	Phytomenadione 10mg/ml	600	amp		18.46	11,074.80
199	Piperacillin+Tazobactam 4g+500mg	600	vial		108.33	64,996.80
200	Potassium Chloride 600mg	2,500	tablet		12.10	30,250.00
201	Potassium Chloride 750mg durules	2,500	tablet		16.50	41,250.00
202	Potassium Citrate 10mEq	3,000	tablet		7.70	23,100.00
203	Povidone Iodine 10% 1Gal	24	gallon		550.00	13,200.00
204	Povidone Iodine Oral Antiseptic 60ml	240	bot		97.90	23,496.00
205	Povidone lodine (Surgical Skin Cleanser) 7.5% 1Gal	2	bot		643.50	1,287.00
206	Prednisone 20mg	600	tablet		4.44	2,666.40
207	Prednisone 10mg	600	tablet		2.72	1,630.20
208	Prednisone 5mg	1,200	tablet		0.63	752.40
209	Propofol 10mg/ml 20ml	60	amp/vial		63.80	3,828.00
210	Propranolol 10mg	2,400	tablet		6.60	15,840.00
					Sub Total	648,919.92

Mariveles, Bataan

Name of Bidder/Distributor

Address:

NO.	ITEMS	QTY.	Dosage Form	BRAND	UNIT COST	AMOUNT
211	Propylthiouracil 50mg	500	tablet		10.67	5,335.00
212	Rabies Immunoglobulin (human) 150 IU/ml, 5ml	12	vial		2,640.00	31,680.00
213	Ranitidine 150mg	900	tablet		0.79	712.80
214	Ranitidine 300mg	800	tablet		2.70	2,156.00
215	Ranitidine 25mg/ml, 2ml Regular, Insulin (recombinant DNA human) 100	100	amp/vial		3.77	377.30
216	Regular, Insulin (recombinant DNA human) 100 IU/ml, 10ml (SC, IV/IM)	12	vial		148.50	1,782.00
217	Rifampicin 450mg	3,600	tablet		10.56	38,016.00
218	Rifampicin 200mg/5ml suspension,120ml	40	bots		178.20	7,128.00
219	Rifaximin 200mg	200	tablet		69.52	13,904.00
220	Rosuvastatin 10mg	1,600	tablet		5.07	8,113.60
221	Rosuvastatin 20mg	2,400	tablet		7.77	18,638.40
222	Salbutamol 1mg/ml 2.5ml	5,000	neb		5.93	29,645.00
223	Salicylic Acid 5% 60ml	60	bot		67.87	4,072.20
224	Sambong 500mg	4,000	tab		6.60	26,400.00
225	Silver Sulfadiazine cream 15g	60	tube		64.77	3,886.08
226	Simvastatin 20mg	3,000	tablet		2.55	7,656.00
227	Sodium Bicarbonate 650mg	800	tab		0.75	598.40
228	Sodium Hyaluronate Eye drops	60	bot		399.07	23,944.14
229	Spironolactone 25mg	1,000	tablet		10.89	10,890.00
230	Standard Senna Concentrate 187mg	400	tablet		8.31	3,322.00
231	Standard Senna Concentrate 374mg	800	tablet		8.25	6,600.00
232	Streptomycin 1g	2,400	vial		16.07	38,570.40
233	Sulfur Ointment 30g	200	tube		52.80	10,560.00
234	Tamsulosin 200mcg	600	capsule		20.90	12,540.00
235	Tamsulosin 400mcg MR	1,200	capsule		24.75	29,700.00
236	Telmisartan 40mg	2,400	tablet		15.13	36,300.00
237	Telmisartan 80mg	2,400	tablet		28.60	68,640.00
238	Telmisartan + Hydrochlorothiazide 40mg +12.5mg	4,000	tablet		20.92	83,688.00
239	Tetanus Toxoid 0.5ml ampule	1,000	ampule		40.06	40,062.00
240	Tobramycin Eye Drops 0.3%, 5ml	100	bot		217.25	21,725.00
					Sub Total	586,642.32

Mariveles, Bataan

Name of Bidder/Distributor

Address:

NO.	ITEMS	QTY.	Dosage Form	BRAND	UNIT COST	AMOUNT
241	Tobramycin+Dexamethasone eye ointment 0.3%+0.1%, 3.5g	100	tube		515.99	51,598.80
242	Tramadol 50mg/ml 1ml	400	amp		10.58	4,232.80
243	Tramadol 50mg	600	capsule		2.75	1,650.00
244	Tranexamic Acid 500mg	400	capsule		6.34	2,534.40
245	Tranexamic Acid 100mg/ml, 5ml	200	ampule		17.36	3,471.60
246	Trimetazidine 35mg	6,000	tablet		4.48	26,862.00
247	Ursodeoxycholic Acid 250mg	7,500	capsule		39.64	297,330.00
248	Vancomycin 1g	100	vial		378.73	37,873.00
249	Vitamin B1,B6,B12	150,000	tablet		1.65	247,500.00
250	Vitamin B1,B6,B12(IM/IV/SC)	500	ampule		38.48	19,239.00
251	Zinc	2,400	tablet		8.80	21,120.00
					Sub Total	713,411.60
				GRAND	TOTAL	9,004,653.86

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ITEM NO.	DRUGS/MEDICINES	QTY	UNIT	ABC	BRAND	MANUFACTURER	COUNTRY OF ORIGIN	PACKAGING INSTRUCTIONS	BATCH/LOT NO.	EXPIRY DATE
1	0.9% Sodium Chloride 1L	1,500	bots	67,551.00						
2	0.9% Sodium Chloride 500ml	120	bots	5,847.60						
3	0.9% Sodium Chloride 50ml	120	bots	3,231.36						
4	5% Dextrose in 0.3% Sodium Chloride 1L	720	bots	34,673.76						
5	5% Dextrose in 0.9% Sodium Chloride 1L	120	bots	5,917.56						
6	5% Dextrose in Lactated Ringer's 1L	720	bots	33,525.36						
7	5% Dextrose in Water 1L	360	bot	17,673.48						
8	5% Dextrose in Water 500ml	120	bot	5,558.52						
	5% Dextrose in Water 250ml	120	bot	7,025.04						
10	Balanced Multiple Maintenance Solution with 5% Dextrose for Adult 1L	720	bot	35,481.60						
	Balanced Multiple Maintenance Solution with 5% Dextrose for Pedia 500ml	120	bot	5,588.88						
12	Glucose (Dextrose) 50%, 50ml	100	vial	2,664.20						
13	Lactated Ringer's Solution 500ml	1,200	bot	58,528.80						
14	Mannitol 20%, 250ml	120	bot	14,813.04						
15	Mannitol 20%, 500ml	120	bot	12,305.04						
16	Sterile Water 50ml	500	vial	11,671.00						
17	Acetylcysteine 100mg Effervescent powder	1,000	sachet	9,900.00						
18	Acetylcysteine 600mg Effervescent tablet	5,000	tablet	121,000.00						
19	Aciclovir 200mg	1,200	tablet	6,388.80						
20	Aciclovir 400mg	1,200	tablet	17,529.60						
21	Activated charcoal 20gm	100	pack	24,200.00						
22	Adenosine 3mg/ml-2ml	36	amp	8,764.27						
23	Albendazole 400mg	800	tablet	862.40						
24	Allopurinol 100mg	6,000	tablet	18,480.00						
	Allopurinol 300mg	4,000	tablet	9,196.00						
26	Aluminum Hydroxide + Magnesium Hydroxide 225mg + 200ml /5ml, 60ml	200	bot	7,260.00						
27	Aluminum Hydroxide + Magnesium Hydroxide 200mg + 100mg	2,400	tablet	3,300.00						
28	Amikacin (as Sulfate) 250mg/ml-2ml	720	amp/vial	21,621.60						
29	Amino Acid+ carbohydrates+ minerals+ vitamins +electrolytes . 1000ml	60	bot/bag	132,000.00						
30	Amino Acids 7% soln 500ml	60	bots	25,872.00						

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ITEM NO.	DRUGS/MEDICINES	QTY	UNIT	ABC	BRAND	MANUFACTURER	COUNTRY OF ORIGIN	PACKAGING INSTRUCTIONS	BATCH/LOT NO.	EXPIRY DATE
31	Amiodarone 150mg/3ml	100	amp	25,504.60						
32	Amlodipine 5mg	15,000	tablet	7,755.00						
33	Amlodipine 10mg	15,000	tablet	11,055.00						
34	Amoxicillin 500mg	12,000	capsule	16,896.00						
35	Ampicillin + Sulbactam 1.5g	900	vial	62,587.80						
36	Anti-Rabies vaccine vero cell 2.5iu/0.5ml	2	vial	3,080.00						
37	Anti-tetanus serum 1500 IU/ml, 1ml amp/vial	600	amp/vial	40,068.60						
38	Ascorbic Acid 500mg	150,000	tablet	141,900.00						
39	Aspirin 80mg	10,000	tablet	8,580.00						
40	Atorvastatin 10mg	10,000	tablet	49,060.00						
41	Atorvastatin 20mg	10,000	tablet	67,430.00						
42	Atorvastatin 40mg	10,000	tablet	126,610.00						
43	Atorvastatin 80mg	10,000	tablet	242,000.00						
44	Atracurium 10mg/ml, 2.5ml	20	amp	1,899.26						
45	Azithromycin 500mg	6,000	tablet	60,984.00						
46	Betahistine 24mg	300	tab	13,200.00						
47	Betahistine 16mg	300	tab	3,960.00						
48	Betamethasone 0.1% cream/ointment	240	tube	13,632.96						
49	Biphasic Isophane Human Insulin 70/30 10ml	20	vial	26,752.00						
50	Bisacodyl 5mg	500	tab	1,017.50						
51	Bisacodyl 10mg	100	supp	2,159.30						
52	Bisacodyl 5mg	100	supp	1,815.00						
53	Budesonide 250mcg/ml, 2ml	3,000	nebule	120,780.00						
54	Budesonide+Formoterol 160mcg + 4.5mcg x 120 doses	200	inhaler	149,897.00						
55	Bupivacaine HCl 5mg/ml Spinal Heavy(0.8% dextrose),4ml	200	amp	26,400.00						
56	Calcium Carbonate 500mg	10,000	tablet	32,890.00						
57	Calcium Carbonate 500mg + Vitamin D	10,000	cap/tab	55,550.00						
58	Captopril 25mg	2,400	tab	2,402.40						
59	Carboprost 250mcg/ml-1ml	100	amp	33,550.00						
60	Carvedilol 6.25mg	10,000	tab	15,180.00						

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ITEM NO.	DRUGS/MEDICINES	QTY	UNIT	ABC	BRAND	MANUFACTURER	COUNTRY OF ORIGIN	PACKAGING INSTRUCTIONS	BATCH/LOT NO.	EXPIRY DATE
61	Cefalexin 500mg	10,000	capsule	28,380.00						
62	Cefixime 20mg/mI-10mI suspension	60	bots	9,900.00						
63	Cefixime 100mg/5ml, 60ml suspension	60	bots	11,550.00						
64	Cefixime 200mg	3,600	capsule	34,768.80						
65	Cefoxitin 1g	1,000	vial	109,384.00						
66	Ceftazidime 1g	1,000	vial	41,173.00						
67	Ceftriaxone 1g + 10ml diluent	10,000	vial	219,340.00						
68	Cefuroxime 500mg	10,000	tablet	108,680.00						
69	Cefuroxime 750mg	1,000	vial	18,557.00						
70	Celecoxib 200mg	3,000	capsule	13,068.00						
71	Cetirizine 10mg	2,500	tablet	1,182.50						
72	Cetirizine 5mg/5ml 30ml	200	bots	15,400.00						
73	Chlorhexidine Gluconate 0.12%, 120ml	40	bot	4,620.00						
74	Chlorphenamine maleate 4mg	2,500	tablet	1,210.00						
75	Cilostazol 50mg	1,200	tab	10,401.60						
76	Ciprofloxacin 2mg/ml, 100ml	2,400	vial	67,135.20						
77	Ciprofloxacin 500mg	10,000	tab	14,520.00						
78	Clarithromycin 500mg	3,000	tablet	35,112.00						
79	Clindamycin 150mg/ml, 2ml	1,000	amp	110,770.00						
80	Clindamycin 150mg	1,200	capsule	5,148.00						
81	Clindamycin 300mg	10,000	capsule	67,430.00						
82	Clobetasol Oint./Cream 0.05%, 5g	100	tube	9,350.00						
83	Clonidine 75mcg	1,000	tablet	6,589.00						
84	Clopidogrel 75mg	5,000	tab	7,095.00						
85	Clotrimazole 2% (20mg/g) 30g cream	200	tube	33,660.00						
86	Cloxacillin 500mg	10,000	tablet	33,000.00						
87	Co-Amoxiclav 228.5mg/5ml, 70ml	200	bots	34,408.00						
88	Co-Amoxiclav 457/5ml, 70ml	200	bots	46,035.00						
89	Co-Amoxiclav 625mg	10,000	tab	112,750.00						
90	Cobra Antivenin 800 IU/ml, 5ml	2	ampule	2,200.00						

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ITEM NO.	DRUGS/MEDICINES	QTY	UNIT	ABC	BRAND	MANUFACTURER	COUNTRY OF ORIGIN	PACKAGING INSTRUCTIONS	BATCH/LOT NO.	EXPIRY DATE
91	Cotrimoxazole 800mg/160mg	6,000	tablet	13,200.00						
92	Dextran 70 in 5% Dextrose 500ml	20	bot/bag	9,064.00						
93	Diclofenac 25mg/ml, 3ml	500	amp	9,047.50						
94	Digoxin 250mcg	1,000	tablet	4,675.00						
95	Digoxin 250mcg/ml, 2ml	100	amp	13,017.40						
96	Diltiazem 60mg	5,000	tab	104,500.00						
97	Diphenhydramine 25mg	2,400	capsule	2,640.00						
98	Diphenhydramine 50mg	120,000	capsule	159,720.00						
-	Diphenhydramine 50mg/ml, 1ml	3,000	amp	73,689.00						
	Dobutamine 2mg/ml 250ml Premixed	300	bag	268,194.30						
101	Dobutamine 50mg/ml, 5ml	100	amps	22,000.00						
102	Domperidone 1mg/ml, 60ml	40	bot	3,960.00						
103	Domperidone 10mg	800	tablet	1,856.80						
104	Dopamine 1.6mg/ml 250ml Premixed	300	bots	115,608.90						
105	Dopamine 40mg/ml, 5ml	600	amps	27,647.40						
106	Doxycycline 100mg (as Hydrate)	1,600	cap	2,164.80						
107	Dydrogesterone 10mg	1,000	tablet	57,013.00						
108	Enalapril 5mg	500	tab	2,651.00						
109	Enoxaparin 100mg/ml,0.4ml	300	p.syringe	65,085.90						
110	Eperisone 50mg	1,200	tablet	18,480.00						
111	Epinephrine 1mg/ml	600	amp	16,117.20						
112	Epoetin Alfa (recombinant human erythropoietin) 4000 IU/0.4ml	600	p.syringe	270,798.00						
	Erythromycin 500mg	1,200	tablet	7,827.60						
114	Ethambutol 400mg	1,200	tablet	4,501.20						
115	Fenofibrate 160mg	3,000	tablet	97,350.00						
116	Fenofibrate 200mg	3,000	tablet	44,220.00						
117	Ferrous Salt 60mg elemental iron + Folic Acid 400 mcg	100,000	tablet	352,000.00						
118	Finasteride 5mg	600	tablet	6,151.20						
119	Fluconazole 150mg	300	capsule	23,100.00						
120	Fluticasone + Salmeterol 125mcg + 25mcg x120 doses MDI	180	piece	45,292.50						

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ITEM NO.	DRUGS/MEDICINES	QTY	UNIT	ABC	BRAND	MANUFACTURER	COUNTRY OF ORIGIN	PACKAGING INSTRUCTIONS	BATCH/LOT NO.	EXPIRY DATE
121	Fluticasone + Salmeterol, 250mcg + 25mcg x 120 doses MDI	300	piece	99,000.00						
122	Folic Acid 5mg	10,000	tablet	29,480.00						
123	Fondaparinux 2.5mg/0.5mL	40	piece	49,280.00						
124	Furosemide 10mg/ml 2ml	300	amp	2,088.90						
125	Furosemide 20mg	1,000	tablet	1,430.00						
126	Gliclazide 30mg MR	3,000	tablet	9,669.00						
127	Gliclazide 60mg MR	3,000	tablet	32,604.00						
128	Heparin 1000 IU/ml, 5ml	60	vial	3,222.78						
129	Hydralazine 20mg/ml, 1ml	200	amp	9,497.40						
130	Hydrocortisone 100mg	300	vial	6,949.80						
131	Hydroxyethyl Starch 6%, 500ml	20	bot/bag	9,515.00						
132	Hyoscine (as N-Butylbromide) 10mg	500	tablet	2,607.00						
133	Hyoscine (as N-Butylbromide) 20mg/ml, 1ml	00	ommula	1 600 48						
155	Hypromellose Ophthalmic Solution 0.3%,	80	ampule	1,690.48						
134	10ml	20	bot	2,772.00						
135	Immunoglobulin, Hepatitis B(human) 0.5ml	300	vial	396,000.00						
133	Ipratropium+Salbutamol 500mcg + 2.5mg	300	Viai	390,000.00						
136	x 2.5ml (unit dose)	2,400	nebule	26,109.60						
137	Isoflurane 100ml	20	bottle	31,000.42						
138	Isophane Insulin Human 100iu/ml 10ml	6	vial	8,580.00						
139	Isosorbide Dinitrate 1mg/ml 10ml	100	ampule	14,495.80						
140	Isosorbide Dinitrate 5mg Sublingual	300	tab	2,640.00						
141	Isosorbide-5-mononitrate 30mg MR	1,500	tab	13,068.00						
142	Isoxsuprine 5mg/ml	36	amp	6,692.40						
143	Itraconazole 100mg	400	cap	19,800.00						
144	Ketamine 50mg/ml, 10ml	24	vial	12,028.10						
145	Ketoconazole 2% Shampoo	400	bottle	110,000.00						
146	Ketorolac 30mg/ml - 1ml	400	amp	6,982.80						
147	Lactulose 3.3g/5ml, 120ml	600	bots	71,497.80						
148	Lagundi 600mg	2,000	tablet	7,810.00						
149	Lagundi 300mg/5ml, 120ml	40	bots	4,766.52						
150	Levofloxacin 500mg	2,000	tablet	17,600.00						

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ITEM NO.	DRUGS/MEDICINES	QTY	UNIT	ABC	BRAND	MANUFACTURER	COUNTRY OF ORIGIN	PACKAGING INSTRUCTIONS	BATCH/LOT NO.	EXPIRY DATE
151	Levothyroxine 50mcg	1,000	tablet	3,960.00						
152	Levothyroxine 100mcg	1,000	tablet	7,480.00						
153	Lidocaine HCl 2%, 50ml	120	vial	5,016.00						
154	Lidocaine 10% Spray 50ml	36	bot	79,200.00						
155	LidocaineHCI with Epinehrine 1.8ml	2,500	carp	54,312.50						
156	Loratadine 10mg	1,200	tablet	1,966.80						
157	Losartan 100mg	5,000	tab	15,180.00						
158	Losartan 50mg	9,000	tab	7,821.00						
159	Losartan+HCTZ 50mg/12.5mg	1,000	tab	1,859.00						
160	Magnesium 250mg/ml, 10ml	300	amp	18,704.40						
161	Mebendazole 500mg	800	tablet	2,736.80						
162	Mefenamic Acid 250mg	2,000	cap	4,180.00						
163	Mefenamic Acid 500mg	10,000	tab/cap	15,290.00						
164	Meropenem 1g	1,200	vial	210,381.60						
165	Metformin 500mg	40,000	tablet	27,720.00						
166	Metformin 850mg	2,400	tablet	13,728.00						
167	Methimazole 5mg	1,200	tablet	10,560.00						
168	Methylergometrine 200mcg/ml,1ml ampule	100	amp	1,546.60						
169	Metoclopramide 5mg/ml 2ml	360	amp	1,576.08						
170	Metoclopramide 10mg	500	tablet	1,182.50						
171	Metoprolol 50mg	5,000	tab	6,050.00						
172	Metoprolol 100mg	3,000	tab	5,445.00						
173	Metronidazole 500mg	3,000	tablet	4,125.00						
174	Metronidazole 5mg/ml 100ml	600	vial	9,860.40						
175	Miconazole Oral Gel, 3.5g	100	tube	22,550.00						
	Monobasic Sodium Phosphate, Dibasic									
176	Sodium Phosphate 19g/7g solution per 133ml	30	bot	6,781.50						
-	Montelukast 10mg	3,000	tab	28,611.00			1			
	Morphine Sulfate 10mg/ml, 1ml	3,000 60	amp	3,382.50			1		1	
-	Multivitamins	150,000	cap	313,500.00			1		1	
	Multivitarinis Mupirocin Ointment 2%, 15g	100	tube	14,678.40						
100	Maproon Onument 270, 10g	100	lube	17,070.40						I

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ITEM NO.	DRUGS/MEDICINES	QTY	UNIT	ABC	BRAND	MANUFACTURER	COUNTRY OF ORIGIN	PACKAGING INSTRUCTIONS	BATCH/LOT NO.	EXPIRY DATE
181	Nalbuphine 10mg/ml, 1ml	200	amp	11,512.60						
182	Naloxone 400mcg/ml, 1ml	60	amp/vial	17,372.52						
183	Nifedipine 10mg	400	cap	1,667.60						
184	Nitrofurantoin 100mg	1,000	capsule	8,580.00						
185	Norepinephrine 1mg/ml, 2ml	300	amp	32,630.40						
186	Ofloxacin Ear Drops 0.3%, 5ml Bottle	60	bot	12,870.00						
187	Ofloxacin Eye Drops 0.3%, 5ml Bottle	60	bot	11,088.00						
188	Omeprazole 40mg	6,000	cap	57,420.00						
189	Omeprazole 40mg	400	vial	12,812.80						
190	Oral Rehydration Salts (ORS 75- replacement) 5.125g	6,000	sachet	40,260.00						
191	Oxytocin 10 iu/ml	500	amp	4,037.00						
192	Paracetamol 150mg/ml 2ml	6,000	amp	29,238.00						
193	Paracetamol 500mg	10,000	tab	3,190.00						
194	Penicillin G Benzathine 1,200,000 units	200	vial	11,292.60						
195	Permethrin Shampoo, 60ml	300	bot	99,000.00						
196	Permethrin Lotion 5%, 60ml	240	bot	57,552.00						
197	Petroleum Jelly, 25g	40	jar	5,024.80						
198	Phytomenadione 10mg/ml	600	amp	11,074.80						
199	Piperacillin+Tazobactam 4g+500mg	600	vial	64,996.80						
200	Potassium Chloride 600mg	2,500	tablet	30,250.00						
201	Potassium Chloride 750mg durules	2,500	tablet	41,250.00						
202	Potassium Citrate 10mEq	3,000	tablet	23,100.00						
203	Povidone Iodine 10% 1Gal	24	gallon	13,200.00						
204	Povidone Iodine Oral Antiseptic 60ml Povidone Iodine (Surgical Skin Cleanser)	240	bot	23,496.00						
205	7.5% 1Gal	2	bot	1,287.00						
206	Prednisone 20mg	600	tablet	2,666.40						
207	Prednisone 10mg	600	tablet	1,630.20						
208	Prednisone 5mg	1,200	tablet	752.40						
209	Propofol 10mg/ml 20ml	60	amp/vial	3,828.00						
210	Propranolol 10mg	2,400	tablet	15,840.00						

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ITEM NO.	DRUGS/MEDICINES	QTY	UNIT	ABC	BRAND	MANUFACTURER	COUNTRY OF ORIGIN	PACKAGING INSTRUCTIONS	BATCH/LOT NO.	EXPIRY DATE
211	Propylthiouracil 50mg	500	tablet	5,335.00						
212	Rabies Immunoglobulin (human) 150 IU/ml, 5ml	12	vial	31,680.00						
213	Ranitidine 150mg	900	tablet	712.80						
214	Ranitidine 300mg	800	tablet	2,156.00						
215	Ranitidine 25mg/ml, 2ml	100	amp/vial	377.30						
216	Regular, Insulin (recombinant DNA human) 100 IU/ml, 10ml (SC, IV/IM)	12	vial	1,782.00						
217	Rifampicin 450mg	3,600	tablet	38,016.00						
218	Rifampicin 200mg/5ml suspension,120ml	40	bots	7,128.00						
219	Rifaximin 200mg	200	tablet	13,904.00						
220	Rosuvastatin 10mg	1,600	tablet	8,113.60						
221	Rosuvastatin 20mg	2,400	tablet	18,638.40						
222	Salbutamol 1mg/ml 2.5ml	5,000	neb	29,645.00						
223	Salicylic Acid 5% 60ml	60	bot	4,072.20						
224	Sambong 500mg	4,000	tab	26,400.00						
225	Silver Sulfadiazine cream 15g	60	tube	3,886.08						
226	Simvastatin 20mg	3,000	tablet	7,656.00						
227	Sodium Bicarbonate 650mg	800	tab	598.40						
228	Sodium Hyaluronate Eye drops	60	bot	23,944.14						
229	Spironolactone 25mg	1,000	tablet	10,890.00						
230	Standard Senna Concentrate 187mg	400	tablet	3,322.00						
231	Standard Senna Concentrate 374mg	800	tablet	6,600.00						
232	Streptomycin 1g	2,400	vial	38,570.40						
233	Sulfur Ointment 30g	200	tube	10,560.00						
234	Tamsulosin 200mcg	600	capsule	12,540.00						
235	Tamsulosin 400mcg MR	1,200	capsule	29,700.00						
236	Telmisartan 40mg	2,400	tablet	36,300.00						
237	Telmisartan 80mg Telmisartan + Hydrochlorothiazide 40mg	2,400	tablet	68,640.00						
238	+12.5mg	4,000	tablet	83,688.00						
239	Tetanus Toxoid 0.5ml ampule	1,000	ampule	40,062.00						
240	Tobramycin Eye Drops 0.3%, 5ml	100	bot	21,725.00						

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ITEM NO.	DRUGS/MEDICINES	QTY	UNIT	ABC	BRAND	MANUFACTURER	COUNTRY OF ORIGIN	PACKAGING INSTRUCTIONS	BATCH/LOT NO.	EXPIRY DATE
	Tobramycin+Dexamethasone eye									
	ointment 0.3%+0.1%, 3.5g	100	tube	51,598.80						
242	Tramadol 50mg/ml 1ml	400	amp	4,232.80						
243	Tramadol 50mg	600	capsule	1,650.00						
244	Tranexamic Acid 500mg	400	capsule	2,534.40						
245	Tranexamic Acid 100mg/ml, 5ml	200	ampule	3,471.60						
246	Trimetazidine 35mg	6,000	tablet	26,862.00						
247	Ursodeoxycholic Acid 250mg	7,500	capsule	297,330.00						
248	Vancomycin 1g	100	vial	37,873.00						
249	Vitamin B1,B6,B12	150,000	tablet	247,500.00						
250	Vitamin B1,B6,B12(IM/IV/SC)	500	ampule	19,239.00						
251	Zinc	2,400	tablet	21,120.00						

Upon delivery the following shall be complied:

Shelf life: Drugs must be fresh commercial stock with a total life of twenty four (24) months from the date of manufacture but not less than eighteen (18) months from the date of delivery

Labeling Instructions: For each box, bottle and corrugated carton the following should be legibly imprint: MANUFACTURE: BATCH/LOT NO: DATE OF MANUFACTURED: DATE OF EXPIRY:

End-User	NAME OF COMPANY				
Chairperson, BAC	SIGNATURE OVER PRINTED NAME				
Vice Chairperson, BAC	ADDRESS				
Member, BAC	TELEPHONE / FAX NO.				

Member, BAC

Member, BAC





PASS

CHECKLIST OF FIRST ENVELOPE (ELIGIBILITY AND TECHNICAL DOCUMENTS)

PROJECT: 2020-05 Procurement of General Medicines 2020

DATE BIDDER :

The first envelope shall contain the technical component of the bid, including the eligibility requirements under Section 23.1 of IRR.

Eligibility Documents

A) Class "A" Documents

Legal Documents

- 1 Registration certificate from SEC, Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives, or any proof of such registration as stated in the Bidding Documents;
- 2 Mayor's/Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas.

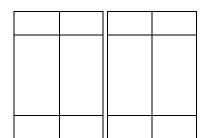
In cases of recently expired Mayor's/Business permits, it shall be accepted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post-qualification requirement in accordance with Section 34.2 of the IRR;

3 Tax Clearance per E.O 398, s. 2005 as finally reviewed and approved by the Bureau of Internal Revenue (BIR);

Technical Documents

- 1 PhilGEPS Certificate of Registration and membership in accordance with Section 8.5.2 of the IRR, with list of the following documents (Class "A" Documents) stated in "Annex A" of the Certificate;
 - a Mayor's/Business Permit or its Equivalent Document
 - b Registration Certificate from SEC or DTI
 - c Tax Clearance
- 2 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 contracts to be bid;
- 3 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 this IRR, within the relevant period as provided in the Bidding Documents in the case of Goods;
- 4 Valid joint venture agreement (JVA), in case the joint venture is already in existence. In the absence of JVA, duly notarized statements from all the potential joint venture partner should be included in the bid, stating that they will enter into and abide by the provisions of the JVA in the event that the bid is successful. Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security. PHP 180,093.
- 5 The bid security in the form of

- 6 Additional Documentary Requirements
- a Valid and current License To Operate
- b Certificate of Product Registration
- c Copy of Foreign or Local Study or Certificate of Bio-Equivalence/Biosimilar study for anti-psychotic meds documenting the efficacy and safety profile of the drug; this is required for generic medicines that have not been used in the hospital
- d Certificate of Analysis or Bio-Assay.
- e Copy of Certificate of Good Manufacturing Practice
- f Technical Specifications
- 7 Sworn statement by the prospective bidder or its duly authorized representative in the form prescribed by the GPPB as to the following;
 - a Name, address, and designation of authorized representative;
 - **b** The signatory is the duly authorized representative of the prospective bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the prospective bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the prospective bidder is a corporation, partnership, cooperative, or joint venture;
 - c It is not "blacklisted" or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
 - d 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:
 - e It is authorizing the Head of the Procuring Entity or his duly authorized representative/s to verify all the documents submitted;
 - f It complies with the disclosure provision under Section 47 of the Act in relation to other provisions of RA 3019:
 - g It complies with the responsibilities of a prospective or eligible bidder provided in the PBDs;
 - h It complies with existing labor laws and standards, in the case of procurement services;
 - i It 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.



FAIL

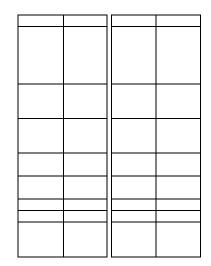
for JVA if applicable

FAIL

PASS

of the IRR,		-	
Certificate;			
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artner should he JVA in the ontract award			
PHP 180,093.08 PHP 450,232.69			

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 \Box CASH/Manager's Check - 2% of ABC =

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- Surety Bond 5% of ABC
- **Bid Securing Declaration**
- Letter of Credit

for JVA if applicable PASS FAIL PASS FAIL

8 BIR Registration Certification, which contains the Taxpayer's Identification Number;

9 Latest income and business tax returns;

10 Bid documents to be attached inside original copy envelope, preferably all pages are signed.

Financial Documents

- 1 Audited financial statements, showing, among others, the prospective bidder'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 submission;
- 2 The prospective bidder's computation for its NET FINANCIAL CONTRACTING CAPACITY (NFCC). However, in the case of procurement of Goods, a bidder may submit a committed Line of Credit from a Universal or Commercial Bank, in lieu of its NFCC Computation.

Note: Any missing document in the above-mentioned checklist is a ground for outright rejection of the bid.

The BAC requires the bidder to bring samples of medicines that have not been used by the hospital on Bid Opening. Remarks : () ELIGIBLE () INELIGIBLE

Checked by:

ZORAIDA F. AFABLE, MD	
LEA-JEAN M. PAYONG, MBA	
MERCED Y. ARADO, RPh	
RELIA I. VILLEGAS, RN, MAN	

MELVIN JAN A. YABUT, CE

5,		



DATE

Department of Health Central Luzon Center for Health Development MARIVELES MENTAL WELLNESS AND GENERAL HOSPITAL Mariveles, Bataan



CHECKLIST OF SECOND ENVELOPE (FINANCIAL DOCUMENTS)

PROJECT: 2020-05 Procurement of General Medicines 2020

BIDDER :		
The second envelope shall contain the financial component of the bid. a) Duly signed Bid Prices in the Bill of Quantities	ELIGIBLE	INELIGIBLE
b) Recurring maintenance costs, if applicable.		
Note: Any missing document in the above-mentioned checklist is a ground for outright	rejection of the bid.	
Remarks : () ELIGIBLE () INELIGIBLE		
Checked by:		
ZORAIDA F. AFABLE, MD		
LEA-JEAN M. PAYONG, MBA		
MERCED Y. ARADO, RPh		
RELIA I. VILLEGAS, RN, MAN		
MELVIN JAN A. YABUT, CE		

COPY NO. 1 COPY NO. 2 COPY NO. 1 COPY NO. 2 ORIGINAL TECHNICAL **ORIGINAL FINANCIAL** TECHNICAL TECHNICAL FINANCIAL FINANCIAL & ELIGIBILITY & ELIGIBILITY & ELIGIBILITY COPY NO. 1 **ORIGINAL BID** COPY NO. 2 MOTHER ENVELOPE

SEALING AND MARKING OF