



Republic of the Philippines
Department of Justice
BUREAU OF CORRECTIONS
NEW BILIBID PRISON
City of Muntinlupa



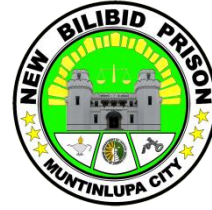
**SUPPLY AND DELIVERY OF
VARIOUS MEDICINES AT
NEW BILIBID PRISON HOSPITAL
(NBPH)
2nd QUARTER 2013 (negotiated
procurement)**

Approved Budget for the Contract – P 1,294,034.15

**BIDS AND AWARDS COMMITTEE
DECEMBER 2013**



Republic of the Philippines
Department of Justice
BUREAU OF CORRECTIONS
NEW BILIBID PRISON
City of Muntinlupa



SUPPLY AND DELIVERY OF VARIOUS MEDICINES AT NEW BILIBID PRISON HOSPITAL NBPH
2nd QUARTER 2013 (negotiated)

Section I

Invitation to Bid



Republic of the Philippines
Department of Justice
BUREAU OF CORRECTIONS
NEW BILIBID PRISON



INVITATION FOR NEGOTIATED PROCUREMENT

(SUPPLY & DELIVERY OF VARIOUS MEDICINES AT NEW BILIBID PRISON HOSPITAL (NBPH) FOR 2ND QUARTER 2013

1. The *BUREAU OF CORRECTIONS*, through its Bids and Awards Committee, intends to apply the sum of **ONE MILLION TWO HUNDRED NINETY FOUR THOUSND THIRTY FOUR PESOS & 15/100 (P 1,294,034.15)** being the Approved Budget for the Contract (ABC) for the SUPPLY & DELIVERY OF VARIOUS MEDICINES AT NEW BILIBID PRISON HOSPITAL (NBPH) for the 2ND QUARTER 2013 (negotiated). The interested suppliers have the option to bid for any line item provided that it will not exceed their respective ABC (Approved Budget for the Contract). Bids received in excess of the ABC shall be automatically rejected at bid opening;

Item no.	Qty	Unit of Issue	Item Description	ABC
1	1	tube	Acyclovir Cream 5% x 5g	435.00
2	10	bts	Ambroxol 15 mg/2 ml Inhalant x 20 ml	2,840.00
3	7	vials	Amoxicillin Injection 500 mg	1,294.00
4	34	Amps.	Anti Tetanus Toxoid	1,109.00
5	1,554	vials	Benzyl Penicillin Sod 5M "u"	27,980.00
6	25	tubes	Betamethasone Dipp. 0.064% w/ Salicylic acid x 5 g.	12,000.00
7	25	tubes	Betamethasone Dipp. 0.5mg Cream x 15 mgs.	7,450.00
8	20	Amps.	Biperiden Lactate 5 mg/ml	8,676.20
9	15,000	pcs	Bromhexine Hcl 16 mg tab	3,150.00
10	97	vials	Chloramphenicol Sod. Succ 1 gram	2,448.00
11	300	Amps.	Chlorphenamine Maleate 5 mg /ml	3,600.00
12	30	pcs	Citicoline 15 ml. Drops	10,500.00
13	154	pcs	Citicoline Injection 125 mg /ml	23,200.00
14	1,000	pcs	Colchicine 500 mcg tab	2,749.60
15	2,500	pcs	Digoxin 0.25 mg tab	10,310.00
16	30	btls	Docusate Sodium 0.5% ear drops x 10 ml	12,150.00
17	80	pcs	Epoetin Beta Methoxy Polythylene glycol 50 mcg/0.3 ml	86,240.00
18	1,590	pcs	Fenofibrate 145 mg tab	59,460.00
19	30	pcs	Floucinolone acetoneide 0.025%, Neomycin SO4 3.5mg Polymyxin B SO4 10,000 u ear drops	4,800.00
20	25	tubes	Floucinolone Cream 0.25% x 5 grams	1,363.75
21	25	tubes	Floucinolone Ointment 0.5% x 5 grams	7,000.00
22	50	pcs	Fucidin Intertulle	4,032.75
23	25	Tubes	Fusidic Acid 2% + Betamethasone Dipp. Cream 0.064% x 15 grams	5,750.00
24	25	Tubes	Fusidic Acid 2% + Betamethasone Dipp. Oint. 0.064% x 15 grams	11,000.00
25	2000	pcs	Gemfibrozil 300mg cap	24,000.00
26	66	amps	Gentamicin Sulfate 40mg/ml amp.	398.00
27	50	vials	Glargine Insulin 100u.ml x 10 ml	13,450.00
28	3,900	pcs	Gliclazide MR 60 mg tab	54,600.00
29	20	Btls.	Gramicidin 0.25mg + Neomycin SO4 2.5mg + Nystatin 100,000 u + Triamcinolone Acetoneide 1mg eardrops	7,700.00
30	32	pcs	Haloperidol 50mg/ml	7,840.00
31	70	Btls.	Hexetidine 0.1% x 60 ml	5,792.50
32	33	amps	Hydralazine Hcl 20 mg amp	6,860.00
33	50	pcs	Ipratropium Br 20 mcg + Salbutamol 120 mcg inhaler	49,800.00
34	30	amps	Isosorbide Dinitrate 10 mg/ml	14,400.00

35	100	pcs	Isosorbide Dinitrate 5 mg SL tab	754.00
36	1,500	pcs	Isosorbide Dinitrate 5 mg oral tab	12,750.00
37	1	vial	Ketamine Hcl 50 mg/ml x 10 ml	500.00
38	2,000	pcs.	Levomepromazine 25mg	5,000.00
39	500	pcs	Levothyroxine 100 mcg tab	3,909.00
40	4,500	pcs	Lidocaine Hcl 200 mg + Epinephrine 10 mcg 18 ml	43,200.00
41	10	vials	Methylprednisolone Acetate 40 mg/ml	2,610.00
42	25	tubes	Miconazole Nitrate 2% Cream x 15 grams	5,115.00
43	25	tubes	Miconazole Nitrate + Hydrocortisone cream x 5 grams	6,490.25
44	100	amps	Midazolam 5 mg/ml amps	9,880.00
45	30	pcs	NaCl 0.65% Nasal Spray x 30 ml	1,830.00
46	3,000	pcs	Nicotinamide + Phosphatidyl + B Complex Forte cap	86,450.00
47	50	tubes	Nitrofurazone 0.2% Ointment x 15 grams	5,543.00
48	200	pcs	Nitroglycerine Patch 5 mg	10,350.00
49	800	pcs	Norfloxacin 400 mg tab	1,620.00
50	50	amps	Phenytoin Sodium 100 mg x 2 ml	20,100.00
51	30	pcs	Pirenexine Ne Eye Solution 0.85 mg tab 15 ml solvent	8,725.50
52	600	pcs	Potassium Citrate 10 mg tab	8,000.00
53	20	pcs	Prednisolone Acetate eye drops 1% 5 ml	3,000.00
54	16,000	pcs	Prednisone 10 mg tab	9,600.00
55	300	pcs	Prophylthiouracil 50 mg tab	3,175.00
56	20	btls	Pyralvex Solution	3,600.00
57	3,000	pcs	Roxythromycin 150 mg tab	42,000.00
58	2,200	pcs	Sodium Bicarbonate 650 mg tab	1,350.00
59	20	tubes	Solcoseryl 5% Ointment x 20 grams	6,042.00
60	1	bot	Spray Anesthesia (Xylocaine 10%)	3,239.00
61	36	pcs	Sulfur Soap	500.00
62	960	pcs	Terazosin 5 mg tab	119,373.80
63	10,000	pcs	Tetracycline 500 mg cap	11,000.00
64	25	tubes	Tolnaftate 1% cream x 10 gram	2,775.00
65	4	jars	Topical Anesthesia	480.00
66	1,300	pcs	Verapamil 40 mg tab	42,080.00
67	3,000	pcs	Verapamil 80 mg tab	118,180.80
68	2,800	pcs	Vildagliptin 50 mg tab	76,020.00
69	4,700	pcs	Allopurinol 300mg tab	8,325.00
70	500	pcs	Albendazole 400mg (chewable)	555.00
71	600	pcs	Celecoxib 200mg tab	6,498.00
72	10000	pcs	Chloramphenicol 500mg cap	11,100.00
73	1000	pcs	Cotrimoxazole 800mg/160mg tab	1,110.00
74	5000	pcs	Doxycycline 100mg cap	4,450.00
75	1500	pcs	Furosemide 40mg tab	795.00
76	10,800	pcs	Metformin 500mg tab	9,300.00
77	10000	pcs	Metronidazole 500mg tab	6,900.00
78	1,200	pcs	Ofloxacin 400mg tab	40,000.00
79	4,700	pcs	Omeprazole 20mg tab	7,150.00
80	2200	pcs	Propranolol 25mg tab	1,100.00
81	300	pcs	Ranitidine Hcl 300mg tab	2,630.00
82	16000	pcs	Salbutamol 2 mg tab	4,000.00
83	10000	pcs	Terbutaline Sulfate 2 mg tab	3,900.00
84	15000	pcs	Vitamin B1+B6+B12 tab	12,000.00
85	6,300	pcs	Loperamide 2mg cap	4,600.00
		TOTAL		1,294,034.15

2. The *BUREAU OF CORRECTIONS* now invites eligible suppliers with valid, current and authenticated LICENSE TO OPERATE (LTO) issued by FOOD AND DRUGS ADMINISTRATION (FDA) as manufacturer, distributor, wholesaler, importer or trader of drugs and medicine. The delivery of the GOODS shall be within fifteen (15) calendar days upon receipt of Notice to Proceed (NTP)
3. Suppliers should have completed, within *two (2) years* from the date of submission and receipt of bids, a single contract similar to the Project equivalent to twenty five percent (25%) of the ABC. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
4. Procurement will be conducted through Negotiated Procurement- Two Failed Biddings procedures as specified in the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".
5. Negotiated Procurement 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.
6. The Invitation for negotiated procurement and Checklist of Requirement may be downloaded from the website of The Philippine Government Electronic Procurement System (PhilGeps) and BuCor website www.bucor.gov.ph. The complete set of Bidding Documents may be requested at NBP-BAC Secretariat Office.
7. The Documents shall be received personally by the prospective bidder or his duly authorized representative upon presentation of proper identification.
8. Bidders are encouraged to send their authorized technical representative or personnel who are familiar with the bid requirements and will prepare the documents for the bidder
9. The Schedule of Bidding Activities shall be as follows:

Activities	Date/Time	Venue
1. Sale and Issuance of Bid Documents	December 12, 2013 to December 19, 2013; Mondays to Fridays; 8:00 A.M. to 5:00 P.M. and December 20, 2013; 8:00 A.M. to 9:00 A.M.	BAC/BAC SECRETARIAT OFFICE, Bureau of Corrections, city of Muntinlupa
2. Submission and Opening of Bid Documents	December 20, 2013 (10:00 A.M.)	Old/New Conference Room 2nd Floor Admin Bldg. Bureau of Corrections, City of Muntinlupa

10. Interested bidders may obtain further information from the BAC Secretariat c/o PGIII Marlon E. Mangubat at the office of the BAC, Bureau of Corrections, City of Muntinlupa from 8:00 AM to 5:00 PM, Mondays to Fridays starting December 12, 2013, 8:00 AM to 5:00 P.M or call at telephone # 772-2718/809-8587.

11. The *BUREAU OF CORRECTIONS* reserves the right to accept or reject any bid, to annul the procurement process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.

(Sgd) GLORIA A. GARCIA, MD., M.M.
Chair, Bids & Awards Committee
BuCor-NBP

Section II

Instructions to Bidder

TABLE OF CONTENTS

A. GENERAL	9
1. Scope of Bid	9
2. Source of Funds	9
3. Corrupt, Fraudulent, Collusive, and Coercive Practices	9
4. Conflict of Interest	10
5. Eligible Bidders	12
6. Bidder's Responsibilities	13
7. Origin of Goods	15
8. Subcontracts	15
B. CONTENTS OF BIDDING DOCUMENTS	15
9. Pre-Bid Conference	15
10. Clarification and Amendment of Bidding Documents	16
C. PREPARATION OF BIDS	16
11. Language of Bid	16
12. Documents Comprising the Bid: Eligibility and Technical Components	16
13. Documents Comprising the Bid: Financial Component	18
14. Alternative Bids	19
15. Bid Prices	19
16. Bid Currencies	20
17. Bid Validity	21
18. Bid Security	21
19. Format and Signing of Bids	23

20.	Sealing and Marking of Bids.....	24
D.	SUBMISSION AND OPENING OF BIDS.....	24
21.	Deadline for Submission of Bids	24
22.	Late Bids	25
23.	Modification and Withdrawal of Bids.....	25
24.	Opening and Preliminary Examination of Bids	25
E.	EVALUATION AND COMPARISON OF BIDS	27
25.	Process to be Confidential.....	27
26.	Clarification of Bids	27
27.	Domestic Preference	27
28.	Detailed Evaluation and Comparison of Bids	28
29.	Post-Qualification.....	29
30.	Reservation Clause	30
F.	AWARD OF CONTRACT.....	31
31.	Contract Award	31
32.	Signing of the Contract	32
33.	Performance Security	32
34.	Notice to Proceed	33

A. General

1. Scope of Bid

- 1.1. The procuring entity named in the **BDS** (hereinafter referred to as the “Procuring Entity”) wishes to receive bids for supply and delivery of the goods as described in Section VII. Technical Specifications (hereinafter referred to as the “Goods”).
- 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 applied for or received funds from the Funding Source named in the **BDS**, and in the amount indicated in the **BDS**. It intends to apply part of the funds received for the Project, as defined in the **BDS**, to cover eligible payments under the contract.

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 3.1. Unless otherwise specified in the **BDS**, 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
 - (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.
- 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 (f) 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. This will include a firm or an organization 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;
- (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; or
- (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.

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, 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; and
- (d) If the Bidder is a joint venture (JV), the provisions of items (a), (b), or (c) 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 **BDS**, 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 of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines; and
 - (e) Unless otherwise provided in the **BDS**, persons/entities forming themselves into a 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 joint venture 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 the RA 9184 and its IRR allow foreign bidders to participate;
 - (b) Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - (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 corporate entities 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 dependent agencies of the GOP or the Procuring Entity.

- 5.4. Unless otherwise provided in the **BDS**, the Bidder must have completed at least one contract similar to the Project the value of which, adjusted to current prices using the National Statistics Office 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 **BDS**, and completed within the relevant period stated in the Invitation to Bid and **ITB** Clause 12.1(a)(iii)

- 5.5. The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC) or a commitment from a Universal or Commercial Bank to extend a credit line in its favor if awarded the contract for this Project (CLC).

The NFCC, computed using the following formula, must be at least equal to the ABC to be bid:

NFCC = [(Current assets minus current liabilities) (K)] 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 for this Project.

Where:

K = 10 for a contract duration of one year or less, 15 for a contract duration of more than one year up to two years, and 20 for a contract duration of more than two years.

The CLC must be at least equal to ten percent (10%) of the ABC for this Project. If issued by a foreign bank, it shall be confirmed or authenticated by a Universal or Commercial Bank. In the case of local government units (LGUs), the Bidder may also submit CLC from other banks certified by the *Bangko Sentral ng Pilipinas* (BSP) as authorized to issue such financial instrument.

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 10.3
- (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 Head of the Procuring Entity 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 in relation to other provisions of RA 3019; and
- (j) Complying with existing labor laws and standards, in the case of procurement of services.

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.
- 6.6. 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.

- 6.7. 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.
- 6.8. The Bidder should note that the Procuring Entity will accept bids only from those that have paid the nonrefundable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

7. Origin of Goods

Unless otherwise indicated in the **BDS**, 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 comply with the eligibility criteria and the documentary requirements 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 **BDS**, 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. 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 discussed during the pre-bid conference.
- 9.3. Any statement made at the pre-bid conference shall not modify the terms of the Bidding Documents unless such statement is specifically identified in writing as an amendment thereto and issued as a Supplemental/Bid Bulletin.

10. Clarification and Amendment of Bidding Documents

- 10.1. Bidders who have purchased the Bidding Documents may request for clarification on any part of the Bidding Documents for an interpretation. 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. Supplemental/Bid Bulletins may 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.
- 10.3. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted on the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity concerned, if available. It shall be the responsibility of all Bidders who secure 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 Bid

The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Entity, shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in English certified by the appropriate embassy or consulate in the Philippines, in which case 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 **BDS**, the first envelope shall contain the following eligibility and technical documents:

(a) Eligibility Documents –

Class “A” Documents:

- (i) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration as stated in the **BDS**;
- (ii) Mayor’s permit issued by the city or municipality where the principal place of business of the prospective bidder is located;
- (iii) Statement of all its ongoing and completed government and private contracts within the period stated in the **BDS**, including contracts awarded but not yet started, if any. The statement shall include, for each contract, the following:
 - (iii.1) name of the contract;
 - (iii.2) date of the contract;
 - (iii.3) kinds of Goods;
 - (iii.4) amount of contract and value of outstanding contracts;
 - (iii.5) date of delivery; and
 - (iii.6) end user’s acceptance or official receipt(s) issued for the contract, if completed.
- (iv) Audited financial statements, stamped “received” by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the preceding calendar year, which should not be earlier than two (2) years from bid submission;
- (v) NFCC computation or CLC in accordance with **ITB** Clause 5.5; and

Class “B” Document:

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

(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 25.2(a)(iv) of the IRR of RA 9184 and using the form prescribed in Section VIII Bidding Forms.

13. Documents Comprising the Bid: Financial Component

13.1. Unless otherwise stated in the **BDS**, the financial component of the bid shall contain the following:

- (a) Financial Bid Form, which includes bid prices and the bill of quantities 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 or Domestic Entity, a certification from the DTI, SEC, or CDA 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 **BDS**, all bids that exceed the ABC shall not be accepted.

(b) Unless otherwise indicated in the **BDS**, 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 system to monitor and report bid prices relative to ABC and procuring entity's estimate. 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

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.

15. Bid Prices

- 15.1. The Bidder shall complete the appropriate Price Schedules 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 Bill of Quantities. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Bill of Quantities, 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 "0" (zero) for the said item would mean that it is being offered for free to the Government.
- 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), including all customs duties and sales and other taxes already paid or payable:

- (i.1) on the components and raw material used in the manufacture or assembly of Goods quoted ex works or ex factory; or
 - (i.2) on the previously imported Goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf and any Procuring Entity country sales and other taxes which will be payable on the Goods if the contract is awarded.
 - (ii) The price for inland transportation, insurance, and other local costs incidental to delivery of the Goods to their final destination.
 - (iii) The price of other (incidental) services, if any, listed in the **BDS**.
- (b) For Goods offered from abroad:
- (i) Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted DDP with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - (ii) The price of other (incidental) services, if any, listed in the **BDS**.
- 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 shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances. Extraordinary circumstances refer to events that may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon the recommendation of the Procuring Entity. 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 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 **BDS**, 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 bid security in the amount stated in the **BDS** shall be equal to the percentage of the **ABC** in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Equal to Percentage of the ABC)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)
(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.	
(c) Surety bond callable upon demand issued by a surety or	Five percent (5%)

insurance company duly certified by the Insurance Commission as authorized to issue such security.	
(d) Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

For biddings conducted by LGUs, the Bidder may also submit bid securities in the form of cashier's/manager's check, bank draft/guarantee, or irrevocable letter of credit from other banks certified by the BSP as authorized to issue such financial statement.

- 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 motion for reconsideration and/or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the bidder with the Lowest Calculated and Responsive Bid 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 18.3(b);
 - (iii) fails to submit the requirements within the prescribed period or a finding against their veracity 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 Lowest Calculated and Responsive Bid;
 - (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 post-qualification 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** Clause 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.
- 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 the event of any discrepancy between the original and the copies, the original shall prevail.

- 19.4. The bid, except for unamended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder.
- 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 indelible 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. If bids are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the bid.

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 **BDS**.

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.

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, properly identified, 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.
- 23.3. Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder 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 first bid envelopes of Bidders in public as specified in the **BDS** to determine each Bidder’s compliance with the documents prescribed in **ITB** Clause 12. For this purpose, the BAC shall check the submitted documents of each bidder against a checklist of required documents to ascertain if they are all present, 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”.
- 24.2. 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.

- 24.3. 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. If the withdrawing Bidder’s representative is in attendance, the original bid and all copies thereof shall be returned to the representative during the bid opening. If the representative is not in attendance, the bid shall be returned unopened by registered mail. The Bidder may withdraw its bid prior to the deadline for the submission and receipt of bids, provided that the corresponding Letter of Withdrawal contains a valid authorization requesting for such withdrawal, subject to appropriate administrative sanctions.
- 24.4. If a Bidder has previously secured a certification from the Procuring Entity to the effect that it has previously submitted the above-enumerated Class “A” Documents, the said certification may be submitted in lieu of the requirements enumerated in **ITB** Clause 12.1(a), items (i) to (v).
- 24.5. In the case of an eligible foreign Bidder as described in **ITB** Clause 5, the Class “A” Documents described in **ITB** Clause 12.1(a) 12.1(a) may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned.
- 24.6. Each partner of a joint venture agreement shall likewise submit the requirements in **ITB** Clauses 12.1(a) and 12.1(a)(ii) Submission of documents required under **ITB** Clauses 12.1(a)(iii) to 12.1(a)(v) by any of the joint venture partners constitutes compliance.
- 24.7. A Bidder determined as “failed” has three (3) calendar days upon written notice or, if present at the time of bid opening, upon verbal notification, within which to file a request or motion for reconsideration with the BAC: Provided, however, that the motion for reconsideration shall not be granted if it is established that the finding of failure is due to the fault of the Bidder concerned: Provided, further, that the BAC shall decide on the request for reconsideration within seven (7) calendar days from receipt thereof. If a failed Bidder signifies his intent to file a motion for reconsideration, the BAC shall keep the bid envelopes of the said failed Bidder unopened and/or duly sealed until such time that the motion for reconsideration or protest has been resolved.
- 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, bid security, findings of preliminary examination; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

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 **BDS** 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 (i) the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder, or (ii) the lowest bid offered by a non-Philippine national is lower than the lowest bid offered by a Domestic Entity.
 - (b) For evaluation purposes, the lowest Foreign Bid or the bid offered by a non-Philippine national shall be increased by fifteen percent (15%).
 - (c) In the event that (i) the lowest bid offered by a Domestic Entity does not exceed the lowest Foreign Bid as increased, or (ii) the lowest bid offered by a non-Philippine national as increased, then the Procuring Entity shall award the contract to the Domestic Bidder/Entity at the amount of the lowest Foreign Bid or the bid offered by a non-Philippine national, as the case may be.
 - (d) If the Domestic Entity/Bidder refuses to accept the award of contract at the amount of the Foreign Bid or bid offered by a non-Philippine national 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 or the non-Philippine national, as the case may be,

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 Entity subject to the certification from the DTI (in case of sole proprietorships), SEC (in case of partnerships and corporations), or CDA (in case of cooperatives) that the (a) sole proprietor is a citizen of the Philippines or the partnership, corporation, cooperative, or association is duly organized under the laws of the Philippines with at least seventy five percent (75%) of its interest or outstanding capital stock belonging to citizens of the Philippines, (b) habitually established in business and habitually engaged in the manufacture or sale of the merchandise covered by his bid, and (c) the business has been in existence for at least five (5) consecutive years prior to the advertisement and/or posting of the Invitation to Bid for this Project.
- 27.3. 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. Unless otherwise specified in the **BDS**, the BAC shall consider the following in the evaluation of bids:
- (a) Completeness of the bid. Unless the ITB specifically allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, bill of quantities, 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 "0" (zero) for the said item would mean that it is being offered for free to the Procuring Entity; and

- (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications, if allowed in the **BDS**. 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 above-mentioned 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 only be based on the bid price quoted in the Financial Bid Form.
- 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.

29. Post-Qualification

- 29.1. The Procuring Entity shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid (LCB) 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 three (3) calendar days from receipt by the bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following documentary requirements:
- (a) Tax clearance per Executive Order 398, Series of 2005;
 - (b) Latest income and business tax returns in the form specified in the **BDS**;
 - (c) Certificate of PhilGEPS Registration; and
 - (d) Other appropriate licenses and permits required by law and stated in the **BDS**.

Failure of the Bidder declared as Lowest Calculated Bid to duly submit the requirements under this Clause or a finding against the veracity of such shall be ground for forfeiture of the bid security and disqualification of the Bidder for award.

- 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.

- 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 Lowest Calculated Responsive Bid, and recommend to the Head of the Procuring Entity 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 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 Lowest Calculated Responsive Bid is determined for contract award.
- 29.6. Within a period not exceeding seven (7) calendar days from the date of receipt of the recommendation of the BAC, the Head of the Procuring Entity shall approve or disapprove the said recommendation. In the case of GOCCs and GFIs, the period provided herein shall be fifteen (15) calendar days.

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 head of the procuring entity;
 - (ii) If the project is no longer necessary as determined by the head of the procuring entity; 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 post-qualification; or
 - (d) The Bidder with the Lowest Calculated Responsive Bid (LCRB) refuses, without justifiable cause to accept the award of contract, and no award is made.

F. Award of Contract

31. Contract Award

- 31.1. Subject to **ITB** Clause 29, the Procuring Entity 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 received 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 valid JVA, if applicable, within ten (10) calendar days from receipt by the Bidder of the notice from the BAC that the Bidder has the LCRB;

- (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.
- 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 Requirement.

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 and 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;
 - (d) Performance Security;
 - (e) Credit line in accordance with **ITB** Clause 5.5, if applicable;
 - (f) Notice of Award of Contract; and
 - (g) 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 equal to the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)
(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.	
(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; and/or	Thirty percent (30%)
(d) Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

- 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 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 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.

34. Notice to Proceed

- 34.1. Within three (3) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue its Notice to Proceed to the Bidder.
- 34.2. The contract effectivity date shall be provided in the Notice to Proceed by the Procuring Entity, which date shall not be later than seven (7) calendar days from the issuance of the Notice to Proceed.

Section III

Bid Data Sheets

BID DATA SHEETS

ITB Clause	
1.1	The Procuring Entity is <i>BUREAU OF CORRECTIONS</i>
1.2	Late bids shall be rejected. Bidder may bid for one, or any line item provided it will not exceed the ABC
2	The Funding Source is: The Government of the Philippines (GOP) through GAA FY 2013 in the amount of Php 1,294,034.15 The name of the Project is: Supply and Delivery of Various Medicine for 2 ND Quarter 2013 (negotiated)
3.1	No further instructions.
5.1	No further instructions.
5.2	None of the circumstances mentioned in the ITB Clause exists in this Project. Foreign bidders, except those falling under ITB Clause 5.2(b), may not participate in this Project.
5.4	<i>Procurement of Expendable Supplies:</i> The Bidder must have completed, at least two (2) years, a single contract that is similar to this Project, equivalent to at least twenty five percent (25%) of the ABC. For this purpose, similar contracts shall refer to supplier, dealer, distributor and manufacturer of various medicine, pharmaceuticals, ointment/cream and solutions.
7	No further instructions.
8.1	"Subcontracting is not allowed."
8.2	"Not applicable".
9.1	"Not applicable".
10.1	Bidders who have purchased the Bidding Documents may request for clarification on any part of the Bidding Documents for an interpretation. Such request must be in writing and submitted to the Procuring Entity at the address indicated below; <u>at least ten (10) calendar days before the deadline set for the submission and receipt of bids.</u> BAC CHAIRMAN <i>BUREAU OF CORRECTIONS,</i> <i>NBP POBLACION, CITY OF MUNTINLUPA</i> <i>772-2718/809-8587</i>
12.1	The following definitions will apply in respect to the type of documents submitted: (i.) ORIGINAL DOCUMENT- refers to the actual document or certificate as issued by a government or private agency.

	<p>(ii.) CERTIFIED TRUE COPY- refers to a machine copy of the original document that has been stamped as “CERTIFIED TRUE COPY” by the issuing government or private agency.</p> <p>(iii.) MACHINE COPY – refers to a machine copy of the original document that has NOT been stamped as “CERTIFIED TRUE COPY”</p> <p>A certified true copy of the authorized representative’s valid I.D. instead of Community Tax Certificate shall be used as competent proof of identity in all documents subjected for notarization (Reference: Notarial Law 2004)</p> <p>The Bidder shall submit the following Eligibility Technical Documents, <u>arranged, numbered and tabbed</u> as enumerated below.</p> <p>(a) Eligibility Documents- <u>Documents required as Certified True Copy shall be stamped with Certified True copy and signed by the Authorized representative</u></p> <p><u>Class “A” Documents:</u></p> <ol style="list-style-type: none"> 1) Certified True Copy of valid and current Registration certificate from the Securities and Exchange Commission (SEC) including Articles of Incorporation, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperative 2) Certified True Copy of valid and current Business/Mayor’s permit issued by the city or municipality where the principal place of business of the prospective bidder is located. 3) Statement of all its ongoing and completed government and/or private contracts within the last two (2) years, including contracts awarded but not yet started, if any. <u>(ANNEX “A”)</u> 4.) Statement of completed single contract of similar nature within the last two(2) years from the date of submission and receipt of bids equivalent to at least twenty five percent (25%) of the ABC <u>(ANNEX “B”)</u> <ul style="list-style-type: none"> • Any of the following documents must be attached to <u>ANNEX “B”</u> <ul style="list-style-type: none"> ❖ Certified True Copy of End-Users Acceptance or ❖ Certified True Copy of Official Receipt 5) Certified True Copy of Audited financial statements, stamped “received” by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the preceding calendar year, which should not be earlier than two (2) years from bid submission; which must include the following statements: <ol style="list-style-type: none"> a.) Independent Auditors Report b.) Balance Sheet (Statement of Financial Position); and c.) Income Statement (Statement of comprehensive Income) 6) NFCC computation at least equal to ABC of this project. The detailed computation using the required formula must be shown as provided for in Annex C <p>or</p> <p>A Credit Line Certificate CLC issued by a Local Universal or Local Commercial</p>
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	<p>Bank at least equal to ten percent (10%) of the ABC of this project as provided for in Annex D. The amount of the <u>CLC MUST BE MACHINE VALIDATED</u>.</p> <p>Class “B” Document:</p> <p>7) If applicable, the JVA in case of the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful (ANNEX E)</p> <ol style="list-style-type: none"> I. In case the joint venture is not yet in existence, the submission of a valid JVA shall be within ten (10) calendar days from receipt by the bidder of the notice from the BAC that the bidder is the Lowest Calculated and Responsive Bid (Sec. 37.1.4 (a)(i)) II. Each partner of a joint venture agreement shall likewise submit the above stated items (1) and (2). Submission of items (3) to (6) by any of the joint venture partners constitutes compliance <p><u>(b) Technical Documents</u></p> <p>8) The bid security in the form, amount and 120 calendar days validity period in accordance with ITB Clause 18.</p> <ul style="list-style-type: none"> ➤ Cash or cashier’s/manager’s check issued by a Universal or Commercial Bank, 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 ➤ a surety bond (callable on demand), it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments and must specify the additional grounds for forfeiture of the bid security; to wit <ol style="list-style-type: none"> a) Submission of eligibility requirements containing false information or falsified documents. b) 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. c) Allowing the use of one’s name, or using the name of another for purposes of public bidding. d) 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 Lowest Calculated and Responsive Bid. e) Refusal or failure to post the required performance security within the prescribed time. f) Refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification. g) Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favor. h) Failure of the potential joint venture partners to enter into the joint
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	<p>venture after the bid is declared as successful.</p> <p>i) 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.</p> <p>OR;</p> <p>8.1) Bid Securing Declaration per GPPB RESOLUTION # 03-2012 as provided for in ANNEX “F” (for Sole Proprietor); ANNEX “G” (for non sole proprietor entity)</p> <p>9.) Conformity with the Schedule of Requirements(Section 6) Technical Bid Form (Section 7) as enumerated and specified in ANNEX “H” and ANNEX H-1</p> <p>10) Sworn statement in accordance with Section 25.2(a)(iv) of the IRR of RA 9184 and using the form attached hereto as ANNEX “I” ((for Sole Proprietor); or ANNEX “J” (for non sole proprietor entity)</p>				
13.1	<p>The Bidder shall submit the complete and signed the Financial Bid Form inclusive of VAT (ANNEX K) and the total bid price shall not exceed the ABC of any particular item to be bid. The following documents are required to be attached in the Financial Bid Form;</p> <ul style="list-style-type: none"> ➤ Valid, current and authenticated Certificate of Exclusive Distributorship (if applicable) for the items to be bid; ➤ Valid , current and authenticated copy of certification from the manufacturer that the supplier is authorized distributor or dealer of that particular products/items 				
13.1(b)	No further instructions.				
13.2	<p>The ABC is P 1,294,034.15</p> <p>Late bids shall be rejected. Bidder may bid for one, or any line item provided it will not exceed the ABC for that particular line item.</p>				
15.4(a)(iii)	“No incidental services are required.”				
15.4(b)	“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	<p>Bid Validity</p> <p>Bids shall be valid for 120 calendar days from date of bid opening. Bids valid for a shorter period shall be rejected outright as non-responsive</p>				
18.1	<p>The bid security shall be in the following form and amount</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Form of Bid Security</th> <th style="text-align: center;">Amount of Bid Security (Equal to Percentage of the ABC)</th> </tr> </thead> <tbody> <tr> <td style="vertical-align: top;"> a.) Cash or cashier’s/manager’s check issued by a Universal Bank or Commercial Bank 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 </td> <td style="text-align: center; vertical-align: middle;"> Two percent (2%) </td> </tr> </tbody> </table>	Form of Bid Security	Amount of Bid Security (Equal to Percentage of the ABC)	a.) Cash or cashier’s/manager’s check issued by a Universal Bank or Commercial Bank 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	Two percent (2%)
Form of Bid Security	Amount of Bid Security (Equal to Percentage of the ABC)				
a.) Cash or cashier’s/manager’s check issued by a Universal Bank or Commercial Bank 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	Two percent (2%)				

	<p>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</p> <p>d.) Any combination of the foregoing</p> <p>or</p> <p>e.) Bid Securing Declaration per GPPB RESOLUTION # 03-2012 dated January 27, 2012</p>	<p>Five percent (5%)</p> <p>Proportionate to share of form with respect to total amount of security</p>	
18.2	<p>Bid Security The bid security shall be valid for 120 calendar days reckoned from the date of the opening of bids. Bids with bid security valid for a shorter period shall be rejected outright as non-responsive. Or Bid Securing Declaration per GPPB RESOLUTION # 03-2012 as provided for in ANNEX F (for Sole Proprietor); ANNEX G (for non sole proprietor entity)</p>		
18.5 (a) (iv)	<p>The following are additional grounds for forfeiture of bid security</p> <ol style="list-style-type: none"> 1. Submission of eligibility requirements containing false information or falsified documents. 2. 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. 3. Allowing the use of one’s name, or using the name of another for purposes of public bidding. 4. 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 Lowest Calculated and Responsive Bid. 5. Refusal or failure to post the required performance security within the prescribed time. 6. Refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification. 7. Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favor. 8. Failure of the potential joint venture partners to enter into the joint venture after the bid is declared as successful. 9. 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. 		
19.4	<p>Format and Signing of Bids Each and every page of the BID DATA SHEETS and SPECIAL CONDITIONS OF THE CONTRACT shall be initialed by the authorized representative of the bidder and form part of the TECHNICAL DOCUMENTS</p>		
20.3	<p>Each Bidder shall submit the following in <i>one (1)</i> big envelope duly labeled containing two sets of envelopes:</p> <p>First envelope must contain four (4) copies of Eligibility and Technical Documents duly marked as “Original Copy”, “Duplicate Copy”, “Triplicate Copy” and “Quadruplicate</p>		

	<p>Copy”</p> <p>Second envelope must contain four (4) copies of Financial Documents duly marked as “Original Copy”, “Duplicate Copy”, “Triplicate Copy” and “Quadruplicate Copy”</p> <p>All envelopes and folders must be labeled as specify in BDS 20.4</p>
20.4	<p>All envelopes shall:</p> <ol style="list-style-type: none"> 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 the warning “DO NOT OPEN BEFORE” The date and time for the opening of bids in accordance with ITB Clause 21 <div style="border: 1px solid black; padding: 10px; margin: 10px 0;"> <p>TO: THE BIDS AND AWARDS COMMITTEE BUREAU OF CORRECTIONS</p> <p>FROM: _____ Name of bidders in Capital Letter</p> <p>ADDRESS: _____ Address of bidder in Capital letter</p> <p>PROJECT: SUPPLY AND DELIVERY OF VARIOUS MEDICINES FOR 2ND QUARTER 2013 (Negotiated)</p> <p>(In capital letters, indicate the phrase) “DO NOT OPEN BEFORE _____”</p> </div>
21	<p>The address for submission of bids is BUREAU OF CORRECTIONS, NBP RESERVATION, POBLACION, MUNTINLUPA CITY.</p> <p>The deadline for submission of bids is on December 20, 2013 10: 00 am</p>
24.1	<p>The place of bid opening is OLD CONFERENCE ROOM, ADMINISTRATION BUILDING, BUREAU OF CORRECTIONS, CITY OF MUNTINLUPA</p> <p>The date and time of bid opening is on December 20, 2013 10: 00 am</p>
24.2	No further instructions.
27.1	No further instructions.
28.3	<p>Detailed Evaluation and Comparison of Bids</p> <p>Bidders shall have the option of submitting a proposal for one, or any line item provided that it will not exceed the ABC on that particular line item. The evaluation and contract award will be undertaken on a per line item.</p>
28.3(b)	Bid modification and withdrawal of bids shall be allowed only before the deadline for submission
28.4	No further instructions.
29	<p>Within a non-extendible period of three (3) calendar days from receipt by the bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following documentary requirements:</p> <ol style="list-style-type: none"> I. Valid Tax Clearance per Executive Order 398, Series of 2005 II. Bidders have the option to submit either of the following tax returns: <ol style="list-style-type: none"> a) Valid printed copies of the Electronically filed Income Tax and Business Tax Returns with copies of their respective Payment Confirmation

	<p>Forms for the immediate preceding calendar/tax year from the authorized agent bank; or</p> <p>b) Valid copies of manually filed Income Tax and Business Tax Returns stamped "received" by the BIR for the immediate preceding calendar/tax year with copy of Official Receipt of payment</p> <p>III. Valid, and current Certificate of PhilGeps Registration</p> <p>IV. DOLE Clearance (validity period is 45 days from the date of submission)</p> <p>V. Valid SSS Clearance Certifying that the firm is up to date in the remittance of Salary Calamity SILP loan amortization as of 3rd of 4th quarter of 2013 and no pending case against the firm).</p> <p>VI. Court Clearance (MTC/RTC) (validity period is 45 days from the date of submission)</p> <p>VII. Valid, current and authenticated LTO (License to Operate) issued by FDA (Food and Drug Administration) as;</p> <p style="padding-left: 40px;">a.) Drug Trader</p> <p style="padding-left: 40px;">b.) Drug Manufacturer/Wholesaler/Importer</p> <p style="padding-left: 40px;">c.) Drug Distributor</p> <p>Bidder must also present ORIGINAL COPY of the following:</p> <p style="padding-left: 40px;">I. Registration certificate from the Securities and Exchange Commission (SEC) including Articles of Incorporation, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperative</p> <p style="padding-left: 40px;">II. Business/Mayor's permit for year 2013 issued by the city or municipality where the principal place of business of the prospective bidder is located OR</p> <p style="padding-left: 40px;">III. Official Receipt for Application of Business/Mayors permit for year 2013 and Business/Mayors permit for year 2012</p> <p style="padding-left: 40px;">IV. .End-user Acceptance or Official Receipt for Single largest Completed Contract per ANNEX "B"</p>
34.2(g)	<p>Signing of the Contract</p> <p>The effective date of the Contract is the date of the Supplier's receipt of the Notice to Proceed</p>

Section IV

GENERAL CONDITIONS OF THE CONTRACT

TABLE OF CONTENTS

1.	Definitions	44	
2.	Corrupt, Fraudulent, Collusive, and Coercive Practices		45
3.	Inspection and Audit by the Funding Source	46	
4.	Governing Law and Language	46	
5.	Notices	46	
6.	Scope of Contract	46	

7.	Subcontracting	47
8.	Procuring Entity's Responsibilities	47
9.	Prices	47
10.	Payment	47
11.	Advance Payment and Terms of Payment	48
12.	Taxes and Duties	49
13.	Performance Security	49
14.	Use of Contract Documents and Information	49
15.	Standards	50
16.	Inspection and Tests	50
17.	Warranty	50
18.	Delays in the Supplier's Performance	51
19.	Liquidated Damages	51
20.	Settlement of Disputes	52
21.	Liability of the Supplier	52
22.	Force Majeure	52
23.	Termination for Default	53
24.	Termination for Insolvency	54
25.	Termination for Convenience	54
26.	Termination for Unlawful Acts	54
27.	Procedures for Termination of Contracts	55
28.	Assignment of Rights	56
29.	Contract Amendment	56
30.	Application	56

35. Definitions

35.1. In this Contract, the following terms shall be interpreted as indicated:

- (g) “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.
 - (h) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
 - (i) “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.
 - (j) “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.
 - (k) “GCC” means the General Conditions of Contract contained in this Section.
 - (l) “SCC” means the Special Conditions of Contract.
 - (m) “The Procuring Entity” means the organization purchasing the Goods, as named in the **SCC**.
 - (n) “The Procuring Entity’s country” is the Philippines.
 - (o) “The Supplier” means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the **SCC**.
 - (p) The “Funding Source” means the organization named in the **SCC**.
 - (q) “The Project Site,” where applicable, means the place or places named in the **SCC**.
 - (r) “Day” means calendar day.
 - (s) The “Effective Date” of the contract will be the date of receipt by the Supplier of the Notice to Proceed or the date provided in the Notice to Proceed. Performance of all obligations shall be reckoned from the Effective Date of the Contract.
 - (t) “Verified Report” refers to the report submitted by the Implementing Unit to the Head of the Procuring Entity setting forth its findings as to the existence of
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grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

36. Corrupt, Fraudulent, Collusive, and Coercive Practices

36.1. Unless otherwise provided in the SCC, 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:

- (u) 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.

(v) 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.

36.2. 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 (u).

37. 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.

38. Governing Law and Language

38.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

38.2. 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.

39. Notices

39.1. 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 SCC, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

39.2. 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 SCC for GCC Clause 5.1.

40. Scope of Contract

- 40.1. The GOODS and Related Services to be provided shall be as specified in Section VI Schedule of Requirements
- 40.2. 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 SCC.

41. Subcontracting

- 41.1. 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.
- 41.2. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

42. Procuring Entity's Responsibilities

- 42.1. 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.
- 42.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 6.

43. Prices

- 43.1. 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.
- 43.2. 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.

44. Payment

- 44.1. Payments shall be made only upon a certification by the Head of the Procuring Entity 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
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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.

- 44.2. 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.
- 44.3. 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.
- 44.4. Unless otherwise provided in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

45. Advance Payment and Terms of Payment

- 45.1. 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.
 - 45.2. For Goods supplied from abroad, the terms of payment shall be as follows:
 - (w) On Contract Signature: Ten percent (10%) 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.
 - (x) On Delivery: Seventy percent (70%) 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 SCC provision on Delivery and Documents.
 - (y) 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 SCC provision on Delivery and Documents.
 - 45.3. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.
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46. 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.

47. Performance Security

47.1. 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 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.

47.2. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.

47.3. 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:

(z) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;

(aa) The Supplier has no pending claims for labor and materials filed against it; and

(bb) Other terms specified in the SCC.

47.4. 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.

48. Use of Contract Documents and Information

48.1. 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.

48.2. 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.

49. 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.

50. Inspection and Tests

- 50.1. 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 SCC 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.
- 50.2. 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.
- 50.3. 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.
- 50.4. 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.
- 50.5. 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.

51. Warranty

- 51.1. 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.
 - 51.2. 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
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of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

- 51.3. 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 SCC. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least ten percent (10%) of the final payment, or a special bank guarantee equivalent to at least ten percent (10%) of the Contract Price or other such amount if so specified in the SCC. The said amounts shall only be released after the lapse of the warranty period specified in the SCC; 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.
- 51.4. 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 SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 51.5. 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.

52. Delays in the Supplier's Performance

- 52.1. 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
- 52.2. 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.
- 52.3. 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.

53. 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 shall rescind the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

54. Settlement of Disputes

- 54.1. 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.
- 54.2. 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.
- 54.3. 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.
- 54.4. 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.”
- 54.5. 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.

55. Liability of the Supplier

- 55.1. 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 SCC
- 55.2. 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.

56. Force Majeure

- 56.1. 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
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performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.

- 56.2. 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 Contractor 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 Contractor. 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.
- 56.3. 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*.

57. Termination for Default

- 57.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:
- (cc) 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 contract price;
 - (dd) 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
 - (ee) The Supplier fails to perform any other obligation under the Contract.
- 57.2. 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.
- 57.3. 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.
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58. 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.

59. Termination for Convenience

59.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity 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.

59.2. 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:

- (ff) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
- (gg) 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.

59.3. 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.

60. Termination for Unlawful Acts

60.1. 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:

- (hh) Corrupt, fraudulent, and coercive practices as defined in **ITB** Clause 3.1 (a);
 - (ii) Drawing up or using forged documents;
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- (jj) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- (kk) Any other act analogous to the foregoing.

61. Procedures for Termination of Contracts

61.1. The following provisions shall govern the procedures for termination of this Contract:

- (ll) 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;
 - (mm) Upon recommendation by the Implementing Unit, the Head of the Procuring Entity 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) aforementioned, 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.
 - (nn) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
 - (oo) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the Head of the Procuring Entity 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 Head of the Procuring Entity shall issue an order terminating this Contract;
 - (pp) 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;
 - (qq) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity 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
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termination shall only be based on the ground(s) stated in the Notice to Terminate;

- (rr) The Head of the Procuring Entity 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 Head of the Procuring Entity; and
- (ss) 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.

62. 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.

63. 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.

64. 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 the Contract

Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is <i>NEW BILIBID PRISON</i>
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 <i>GAA</i>
1.1(k)	The Project Site at NBPH (New Bilibid Prison Hospital) , Bureau of Corrections, City of Muntinlupa
5.1	The Procuring Entity's address for Notices is: Dr. Gloria A. Garcia NBP BAC Chairperson Bureau of Corrections

	<p>NBP Reservation, Poblacion City of Muntinlupa Telefax Number 809-8587</p> <p>The Supplier's address for Notices is: <i>[Insert address including, name of contact, fax and telephone number]</i></p>
6.2	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>For foreign Suppliers, “The delivery terms applicable to the Contract are DDP delivered NBPH (New Bilibid Prison Hospital) , Bureau of Corrections, City of Muntinlupa . In accordance with INCOTERMS.”</i></p> <p><i>For domestic Suppliers, “The delivery terms applicable to this Contract are delivered at NBPH (New Bilibid Prison Hospital) , Bureau of Corrections, City of Muntinlupa Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</i></p> <p>Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> (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 detailing number and description of items to include expiration date of not earlier than two (2) years after date of delivery, which shall be received and signed by the authorized receiving personnel; (iii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and <p>For purposes of this Clause the Procuring Entity's Representative at the Project Site is Acting Chief, NBPH.</p> <p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage.</p> <p>Transportation –</p> <p>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</p>

	Procuring Entity until their receipt and final acceptance at the final destination.
9	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 the revised IRR-A.
10.1	<p>Other requirements for payment:</p> <ol style="list-style-type: none"> 1. Within a period of thirty (30) days from receipt of delivery, a one hundred percent (100%) payment arrangement shall be made to the company upon receipt of satisfactory results of analysis from FDA. 2. If, however, by thirty (30) days from receipt of delivery, FDA cannot release the results of laboratory analysis, the Company shall be paid fifty (50%) of the due amount. The remaining fifty percent (50%) balance is to be paid after obtaining a satisfactory FDA report of analysis.
10.4	"Not applicable
13.4(c)	"No further instructions".
16.1	<p>Inspection and Test</p> <p>Partial or complete delivery of item/s shall be inspected and/or tested by the Inspection and Acceptance Committee composed of the following:</p> <ol style="list-style-type: none"> 1. Chairman of IAC (Inspection and Acceptance Committee 2. Vice Chairman and four (4) members of the IAC (Inspection and Acceptance Committee 3. Representative from NBPH <p>To be witnessed by:</p> <ol style="list-style-type: none"> 4. Directors Representative 5. COA Representative <p>Inspection and acceptance will be conducted by the Inspection and Acceptance Committee, to be witnessed by the COA Representative and the Director's Representative prior to the actual delivery at the Project Site. Goods with defect or non-compliant with the required specifications as stipulated in the approved Purchase Order/Technical Specifications shall be rejected and shall be replaced by the Supplier free of cost to the Procuring Entity within seven (7) calendar days</p> <p>The Goods shall be accepted by the end user after passing the inspection of the IAC (inspection and Acceptance Committee).</p> <p>The inspections and tests that will be conducted are;</p> <ol style="list-style-type: none"> 1) Upon delivery, the Goods shall undergo physical inspection by the Inspection Team of the PROCURING ENTITY to ascertain the physical condition and acceptability of the Goods. 2.) However, if the end user requested for purposes of laboratory analysis a random samples shall be selected by the end user of its duly authorized representative and witnessed by a representative from supplier. The tests to be

	<p>conducted by FDA (Food and Drug Administration) and sample sizes are as follows:</p> <ul style="list-style-type: none"> a) Physico-Chemical Test <ul style="list-style-type: none"> i. Tablet/capsule – 1 commercial presentation (min of 50 pcs.) ii. Liquid/Suspension Solution – 60mlx6 bottles; 120ml x 6 bottles iii. Granules/Powders for Suspension – 30ml x 6 bottles; 60ml x 6 bottles b) Sterility Test <ul style="list-style-type: none"> i. Solid Preparations: Less than 50mg or more but <200mg or 200mg or more – minimum of 20 bottles ii. Liquid Preparations: 1ml to 100ml – minimum of 20 bottles; 50ml to 1000ml- minimum of 6 bottles c) Microbiological Test <ul style="list-style-type: none"> i. Tablet/capsule – number of tablets/capsules equivalent to at least 20g ii. Liquid Preparations – 500ml to 1000ml – minimum of 6 bottles <p>3) The supplier shall promptly replace the equivalent quantity of Goods taken as samples without cost to the PROCURING ENTITY.</p> <p>4) Pending FDA analysis, said products should <i>not</i> be distributed to end-users nor shall it be used such time it is cleared by FDA laboratory testing.</p> <p>5) If FDA inspection or results of laboratory analysis show major violations, the entire delivery shall be rejected and the company will not be allowed to participate in any future procurement activities of the agency.</p> <p>6) All tests done by the FDA shall be shouldered by the winning bidder.</p>
17,3	For Expendable Supplies: Three (3) months after acceptance by the Procuring Entity of the delivered Goods or after the goods are consumed, whichever is earlier.
17,4	The period for correction of defects in the warranty period is seven (7) calendar days
19	<p>The applicable rate is one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay.</p> <p>The maximum deduction shall be ten percent (10%) of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the procuring entity shall rescind the contract, without prejudice to other courses of action and remedies open to it.</p>
21.1	"All partners to the joint venture shall be jointly and severally liable to the Procuring Entity."

Section VI

Schedule of Requirement

Supply and Delivery of Various Medicines for 2nd Quarter 2013

Schedule of Requirement

Item no.	Qty	Unit of Issue	Item Description	Delivery Period	Bidder's Statement of Compliance
1	1	tube	Acyclovir Cream 5% x 5g	15 calendar days from receipt of notice to proceed	
2	10	bts	Ambroxol 15 mg/2 ml Inhalant x 20 ml		
3	7	vials	Amoxicillin Injection 500 mg		
4	34	Amps.	Anti Tetanus Toxoid		
5	1,554	vials	Benzyl Penicillin Sod 5M "u"		
6	25	tubes	Betamethasone Dipp. 0.064% w/ Salicylic acid x 5 g.		
7	25	tubes	Betamethasone Dipp. 0.5mg Cream x 15 mgs.		
8	20	Amps.	Biperiden Lactate 5 mg/ml		
9	15,000	pcs	Bromhexine Hcl 16 mg tab		
10	97	vials	Chloramphenicol Sod. Succ 1 gram		
11	300	Amps.	Chlorphenamine Maleate 5 mg /ml		
12	30	pcs	Citicoline 15 ml. Drops		
13	154	pcs	Citicoline Injection 125 mg /ml		
14	1,000	pcs	Colchicine 500 mcg tab		
15	2,500	pcs	Digoxin 0.25 mg tab		
16	30	btls	Docusate Sodium 0.5% ear drops x 10 ml		
17	80	pcs	Epoietin Beta Methoxy Polythylenglycol 50 mcg/0.3 ml		
18	1,590	pcs	Fenofibrate 145 mg tab		
19	30	pcs	Floucinolone acetonide 0.025%, Neomycin SO4 3.5mg Polymyxin B SO4 10,000 u ear drops		
20	25	tubes	Floucinolone Cream 0.25% x 5 grams		
21	25	tubes	Floucinolone Ointment 0.5% x 5 grams		
22	50	pcs	Fucidin Intertulle		
23	25	Tubes	Fusidic Acid 2% + Betamethasone Dipp. Cream 0.064% x 15 grams		
24	25	Tubes	Fusidic Acid 2% + Betamethasone Dipp. Oint. 0.064% x 15 grams		
25	2000	pcs	Gemfibrozil 300mg cap		
26	66	amps	Gentamicin Sulfate 40mg/ml amp.		
27	50	vials	Glargine Insulin 100u.ml x 10 ml		
28	3,900	pcs	Gliclazide MR 60 mg tab		
29	20	Btls.	Gramicidin 0.25mg + Neomycin SO4 2.5mg + Nystatin 100,000 u + Triamcinolone Acetonide 1mg eardrops		
30	32	pcs	Haloperidol 50mg/ml		
31	70	Btls.	Hexetidine 0.1% x 60 ml		
32	33	amps	Hydralazine Hcl 20 mg amp		
33	50	pcs	Ipratropium Br 20 mcg + Salbutamol 120 mcg inhaler		
34	30	amps	Isosorbide Dinitrate 10 mg/ml		
35	100	pcs	Isosorbide Dinitrate 5 mg SL tab		
36	1,500	pcs	Isosorbide Dinitrate 5 mg oral tab		
37	1	vial	Ketamine Hcl 50 mg/ml x 10 ml		
38	2,000	pcs.	Levomopromazine 25mg		
39	500	pcs	Levothyroxine 100 mcg tab		

40	4,500	pcs	Lidocaine Hcl 200 mg + Epinephrine 10 mcg 18 ml	15 calendar days from receipt of notice to proceed	
41	10	vials	Methylprednisolone Acetate 40 mg/ml		
42	25	tubes	Miconazole Nitrate 2% Cream x 15 grams		
43	25	tubes	Miconazole Nitrate + Hydrocortisone cream x 5 grams		
44	100	amps	Midazolam 5 mg/ml amps		
45	30	pcs	NaCl 0.65% Nasal Spray x 30 ml		
46	3,000	pcs	Nicotinamide + Phosphatidyl + B Complex Forte cap		
47	50	tubes	Nitrofurazone 0.2% Ointment x 15 grams		
48	200	pcs	Nitroglycerine Patch 5 mg		
49	800	pcs	Norfloxacin 400 mg tab		
50	50	amps	Phenytoin Sodium 100 mg x 2 ml		
51	30	pcs	Pirenoxine Ne Eye Solution 0.85 mg tab 15 ml solvent		
52	600	pcs	Potassium Citrate 10 mg tab		
53	20	pcs	Prednisolone Acetate eye drops 1% 5 ml		
54	16,000	pcs	Prednisone 10 mg tab		
55	300	pcs	Prophylthiouracil 50 mg tab		
56	20	btls	Pyralvex Solution		
57	3,000	pcs	Roxythromycin 150 mg tab		
58	2,200	pcs	Sodium Bicarbonate 650 mg tab		
59	20	tubes	Solcoseryl 5% Ointment x 20 grams		
60	1	bot	Spray Anesthesia (Xylocaine 10%)		
61	36	pcs	Sulfur Soap		
62	960	pcs	Terazosin 5 mg tab		
63	10,000	pcs	Tetracycline 500 mg cap		
64	25	tubes	Tolnaftate 1% cream x 10 gram		
65	4	jars	Topical Anesthesia		
66	1,300	pcs	Verapamil 40 mg tab		
67	3,000	pcs	Verapamil 80 mg tab		
68	2,800	pcs	Vildagliptin 50 mg tab		
69	4,700	pcs	Allopurinol 300mg tab		
70	500	pcs	Albendazole 400mg (chewable)		
71	600	pcs	Celecoxib 200mg tab		
72	10000	pcs	Chloramphenicol 500mg cap		
73	1000	pcs	Cotrimoxazole 800mg/160mg tab		
74	5000	pcs	Doxycycline 100mg cap		
75	1500	pcs	Furosemide 40mg tab		
76	10,800	pcs	Metformin 500mg tab		
77	10000	pcs	Metronidazole 500mg tab		
78	1,200	pcs	Ofloxacin 400mg tab		
79	4,700	pcs	Omeprazole 20mg tab		
80	2200	pcs	Propranolol 25mg tab		
81	300	pcs	Ranitidine Hcl 300mg tab		
82	16000	pcs	Salbutamol 2 mg tab		
83	10000	pcs	Terbutaline Sulfate 2 mg tab		
84	15000	pcs	Vitamin B1+B6+B12 tab		
85	6,300	pcs	Loperamide 2mg cap		

Section VII

Technical Bid Form

Supply and Delivery of Various Medicines for 2nd quarter 2013

Technical Specifications

Item no.	Qty	Unit of Issue	Item Description	Bidder's Statement of Compliance
1	1	tube	Acyclovir Cream 5% x 5g	
2	10	bts	Ambroxol 15 mg/2 ml Inhalant x 20 ml	
3	7	vials	Amoxicillin Injection 500 mg	
4	34	Amps.	Anti Tetanus Toxoid	
5	1,554	vials	Benzyl Penicillin Sod 5M "u"	
6	25	tubes	Betamethasone Dipp. 0.064% w/ Salicylic acid x 5 g.	
7	25	tubes	Betamethasone Dipp. 0.5mg Cream x 15 mgs.	
8	20	Amps.	Biperiden Lactate 5 mg/ml	
9	15,000	pcs	Bromhexine Hcl 16 mg tab	
10	97	vials	Chloramphenicol Sod. Succ 1 gram	
11	300	Amps.	Chlorphenamine Maleate 5 mg /ml	
12	30	pcs	Citicoline 15 ml. Drops	
13	154	pcs	Citicoline Injection 125 mg /ml	
14	1,000	pcs	Colchicine 500 mcg tab	
15	2,500	pcs	Digoxin 0.25 mg tab	
16	30	btls	Docusate Sodium 0.5% ear drops x 10 ml	
17	80	pcs	Epoetin Beta Methoxy Polythylene glycol 50 mcg/0.3 ml	
18	1,590	pcs	Fenofibrate 145 mg tab	
19	30	pcs	Floucinolone acetone 0.025%, Neomycin SO4 3.5mg Polymyxin B SO4 10,000 u ear drops	
20	25	tubes	Floucinolone Cream 0.25% x 5 grams	
21	25	tubes	Floucinolone Ointment 0.5% x 5 grams	
22	50	pcs	Fucidin Intertulle	
23	25	Tubes	Fusidic Acid 2% + Betamethasone Dipp. Cream 0.064% x 15 grams	
24	25	Tubes	Fusidic Acid 2% + Betamethasone Dipp. Oint. 0.064% x 15 grams	
25	2000	pcs	Gemfibrozil 300mg cap	
26	66	amps	Gentamicin Sulfate 40mg/ml amp.	
27	50	vials	Glargine Insulin 100u.ml x 10 ml	
28	3,900	pcs	Gliclazide MR 60 mg tab	
29	20	Btls.	Gramicidin 0.25mg + Neomycin SO4 2.5mg + Nystatin 100,000 u + Triamcinolone Acetonide 1mg eardrops	
30	32	pcs	Haloperidol 50mg/ml	
31	70	Btls.	Hexetidine 0.1% x 60 ml	
32	33	amps	Hydralazine Hcl 20 mg amp	
33	50	pcs	Ipratropium Br 20 mcg + Salbutamol 120 mcg inhaler	
34	30	amps	Isosorbide Dinitrate 10 mg/ml	
35	100	pcs	Isosorbide Dinitrate 5 mg SL tab	
36	1,500	pcs	Isosorbide Dinitrate 5 mg oral tab	
37	1	vial	Ketamine Hcl 50 mg/ml x 10 ml	
38	2,000	pcs.	Levomopromazine 25mg	
39	500	pcs	Levothyroxine 100 mcg tab	
40	4,500	pcs	Lidocaine Hcl 200 mg + Epinephrine 10 mcg 18 ml	

41	10	vials	Methylprednisolone Acetate 40 mg/ml	
42	25	tubes	Miconazole Nitrate 2% Cream x 15 grams	
43	25	tubes	Miconazole Nitrate + Hydrocortisone cream x 5 grams	
44	100	amps	Midazolam 5 mg/ml amps	
45	30	pcs	NaCl 0.65% Nasal Spray x 30 ml	
46	3,000	pcs	Nicotinamide + Phosphatidyl + B Complex Forte cap	
47	50	tubes	Nitrofurazone 0.2% Ointment x 15 grams	
48	200	pcs	Nitroglycerine Patch 5 mg	
49	800	pcs	Norfloxacin 400 mg tab	
50	50	amps	Phenytoin Sodium 100 mg x 2 ml	
51	30	pcs	Pirenexine Ne Eye Solution 0.85 mg tab 15 ml solvent	
52	600	pcs	Potassium Citrate 10 mg tab	
53	20	pcs	Prednisolone Acetate eye drops 1% 5 ml	
54	16,000	pcs	Prednisone 10 mg tab	
55	300	pcs	Propylthiouracil 50 mg tab	
56	20	btls	Pyralvex Solution	
57	3,000	pcs	Roxythromycin 150 mg tab	
58	2,200	pcs	Sodium Bicarbonate 650 mg tab	
59	20	tubes	Solcoseryl 5% Ointment x 20 grams	
60	1	bot	Spray Anesthesia (Xylocaine 10%)	
61	36	pcs	Sulfur Soap	
62	960	pcs	Terazosin 5 mg tab	
63	10,000	pcs	Tetracycline 500 mg cap	
64	25	tubes	Tolnaftate 1% cream x 10 gram	
65	4	jars	Topical Anesthesia	
66	1,300	pcs	Verapamil 40 mg tab	
67	3,000	pcs	Verapamil 80 mg tab	
68	2,800	pcs	Vildagliptin 50 mg tab	
69	4,700	pcs	Allopurinol 300mg tab	
70	500	pcs	Albendazole 400mg (chewable)	
71	600	pcs	Celecoxib 200mg tab	
72	10000	pcs	Chloramphenicol 500mg cap	
73	1000	pcs	Cotrimoxazole 800mg/160mg tab	
74	5000	pcs	Doxycycline 100mg cap	
75	1500	pcs	Furosemide 40mg tab	
76	10,800	pcs	Metformin 500mg tab	
77	10000	pcs	Metronidazole 500mg tab	
78	1,200	pcs	Ofloxacin 400mg tab	
79	4,700	pcs	Omeprazole 20mg tab	
80	2200	pcs	Propranolol 25mg tab	
81	300	pcs	Ranitidine Hcl 300mg tab	
82	16000	pcs	Salbutamol 2 mg tab	
83	10000	pcs	Terbutaline Sulfate 2 mg tab	
84	15000	pcs	Vitamin B1+B6+B12 tab	
85	6,300	pcs	Loperamide 2mg cap	

Requirements:

- a) Specify the brand name and packing of each item.
- b) Attached authenticated copy of certification from manufacturer that the bidder is authorized distributor or dealer of the products/items.
- c) Attached certificate of exclusive distributorship (if applicable).
- d) Expiration date of each item must not be less than eighteen (18) months from date of acceptance.

Bidders statement of compliance on the above requirements:

Signature over Printed Name of Authorized Representative

Section VIII

Financial Bid Form

Supply and Delivery of Various Medicines for 1st quarter 2013

Financial Bid Form

(Prices must be inclusive of VAT)

PLEASE USE THIS BID FORM DO NOT RETYPE OR ALTER

Item no.	Qty	Unit of Issue	Item Description	ABC	BID OFFER (Php)
1	1	tube	Acyclovir Cream 5% x 5g	435.00	
2	10	bts	Ambroxol 15 mg/2 ml Inhalant x 20 ml	2,840.00	
3	7	vials	Amoxicillin Injection 500 mg	1,294.00	
4	34	Amps.	Anti Tetanus Toxoid	1,109.00	
5	1,554	vials	Benzyl Penicillin Sod 5M "u"	27,980.00	
6	25	tubes	Betamethasone Dipp. 0.064% w/ Salicylic acid x 5 g.	12,000.00	
7	25	tubes	Betamethasone Dipp. 0.5mg Cream x 15 mgs.	7,450.00	
8	20	Amps.	Biperiden Lactate 5 mg/ml	8,676.20	
9	15,000	pcs	Bromhexine Hcl 16 mg tab	3,150.00	
10	97	vials	Chloramphenicol Sod. Succ 1 gram	2,448.00	
11	300	Amps.	Chlorphenamine Maleate 5 mg /ml	3,600.00	
12	30	pcs	Citicoline 15 ml. Drops	10,500.00	
13	154	pcs	Citicoline Injection 125 mg /ml	23,200.00	
14	1,000	pcs	Colchicine 500 mcg tab	2,749.60	
15	2,500	pcs	Digoxin 0.25 mg tab	10,310.00	
16	30	btls	Docusate Sodium 0.5% ear drops x 10 ml	12,150.00	
17	80	pcs	Epoietin Beta Methoxy Polythylene glycol 50 mcg/0.3 ml	86,240.00	
18	1,590	pcs	Fenofibrate 145 mg tab	59,460.00	
19	30	pcs	Floucinolone acetamide 0.025%, Neomycin SO4 3.5mg Polymyxin B SO4 10,000 u ear drops	4,800.00	
20	25	tubes	Floucinolone Cream 0.25% x 5 grams	1,363.75	
21	25	tubes	Floucinolone Ointment 0.5% x 5 grams	7,000.00	
22	50	pcs	Fucidin Intertulle	4,032.75	
23	25	Tubes	Fusidic Acid 2% + Betamethasone Dipp. Cream 0.064% x 15 grams	5,750.00	
24	25	Tubes	Fusidic Acid 2% + Betamethasone Dipp. Oint. 0.064% x 15 grams	11,000.00	
25	2000	pcs	Gemfibrozil 300mg cap	24,000.00	
26	66	amps	Gentamicin Sulfate 40mg/ml amp.	398.00	
27	50	vials	Glargine Insulin 100u.ml x 10 ml	13,450.00	
28	3,900	pcs	Gliclazide MR 60 mg tab	54,600.00	

BuCor-NBP

29	20	Btls.	Gramicidin 0.25mg + Neomycin S04 2.5mg + Nystatin 100,000 u + Triamcinolone Acetonide 1mg eardrops	7,700.00	
30	32	pcs	Haloperidol 50mg/ml	7,840.00	
31	70	Btls.	Hexetidine 0.1% x 60 ml	5,792.50	
32	33	amps	Hydralazine Hcl 20 mg amp	6,860.00	
33	50	pcs	Ipratropium Br 20 mcg + Salbutamol 120 mcg inhaler	49,800.00	
34	30	amps	Isosorbide Dinitrate 10 mg/ml	14,400.00	
35	100	pcs	Isosorbide Dinitrate 5 mg SL tab	754.00	
36	1,500	pcs	Isosorbide Dinitrate 5 mg oral tab	12,750.00	
37	1	vial	Ketamine Hcl 50 mg/ml x 10 ml	500.00	
38	2,000	pcs.	Levomopromazine 25mg	5,000.00	
39	500	pcs	Levothyroxine 100 mcg tab	3,909.00	
40	4,500	pcs	Lidocaine Hcl 200 mg + Epinephrine 10 mcg 18 ml	43,200.00	
41	10	vials	Methylprednisolone Acetate 40 mg/ml	2,610.00	
42	25	tubes	Miconazole Nitrate 2% Cream x 15 grams	5,115.00	
43	25	tubes	Miconazole Nitrate + Hydrocortisone cream x 5 grams	6,490.25	
44	100	amps	Midazolam 5 mg/ml amps	9,880.00	
45	30	pcs	NaCl 0.65% Nasal Spray x 30 ml	1,830.00	
46	3,000	pcs	Nicotinamide + Phosphatidyl + B Complex Forte cap	86,450.00	
47	50	tubes	Nitrofurazone 0.2% Ointment x 15 grams	5,543.00	
48	200	pcs	Nitroglycerine Patch 5 mg	10,350.00	
49	800	pcs	Norfloxacin 400 mg tab	1,620.00	
50	50	amps	Phenytoin Sodium 100 mg x 2 ml	20,100.00	
51	30	pcs	Pirenexine Ne Eye Solution 0.85 mg tab 15 ml solvent	8,725.50	
52	600	pcs	Potassium Citrate 10 mg tab	8,000.00	
53	20	pcs	Prednisolone Acetate eye drops 1% 5 ml	3,000.00	
54	16,000	pcs	Prednisone 10 mg tab	9,600.00	
55	300	pcs	Prophylthiouracil 50 mg tab	3,175.00	
56	20	btls	Pyralvex Solution	3,600.00	
57	3,000	pcs	Roxythromycin 150 mg tab	42,000.00	
58	2,200	pcs	Sodium Bicarbonate 650 mg tab	1,350.00	
59	20	tubes	Solcoseryl 5% Ointment x 20 grams	6,042.00	
60	1	bot	Spray Anesthesia (Xylocaine 10%)	3,239.00	
61	36	pcs	Sulfur Soap	500.00	
62	960	pcs	Terazosin 5 mg tab	119,373.80	
63	10,000	pcs	Tetracycline 500 mg cap	11,000.00	
64	25	tubes	Tolnaftate 1% cream x 10 gram	2,775.00	
65	4	jars	Topical Anesthesia	480.00	
66	1,300	pcs	Verapamil 40 mg tab	42,080.00	
67	3,000	pcs	Verapamil 80 mg tab	118,180.80	
68	2,800	pcs	Vildagliptin 50 mg tab	76,020.00	
69	4,700	pcs	Allopurinol 300mg tab	8,325.00	
70	500	pcs	Albendazole 400mg (chewable)	555.00	
71	600	pcs	Celecoxib 200mg tab	6,498.00	
72	10000	pcs	Chloramphenicol 500mg cap	11,100.00	
73	1000	pcs	Cotrimoxazole 800mg/160mg tab	1,110.00	
74	5000	pcs	Doxycycline 100mg cap	4,450.00	
75	1500	pcs	Furosemide 40mg tab	795.00	
76	10,800	pcs	Metformin 500mg tab	9,300.00	
77	10000	pcs	Metronidazole 500mg tab	6,900.00	

78	1,200	pcs	Ofloxacin 400mg tab	40,000.00	
79	4,700	pcs	Omeprazole 20mg tab	7,150.00	
80	2200	pcs	Propranolol 25mg tab	1,100.00	
81	300	pcs	Ranitidine Hcl 300mg tab	2,630.00	
82	1600 0	pcs	Salbutamol 2 mg tab	4,000.00	
83	1000 0	pcs	Terbutaline Sulfate 2 mg tab	3,900.00	
84	1500 0	pcs	Vtamin B1+B6+B12 tab	12,000.00	
85	6,300	pcs	Loperamide 2mg cap	4,600.00	
	TOTAL			1,294,034.15	

BIDDERS UNDERTAKING

I/We, the undersigned bidder having examined the Bidding documents including Bid Bulletins, as applicable, hereby BID to SUPPLY AND DELIVER the above described item/s

I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

Name of company in Print

Signature of Authorized Representative

Date



Republic of the Philippines
Department of Justice
BUREAU OF CORRECTIONS
NEW BILIBID PRISON
City of Muntinlupa



**SUPPLY AND DELIVERY OF
VARIOUS MEDICINES AT
NEW BILIBID PRISON HOSPITAL
(NBPH)
2nd QUARTER 2013 (negotiated)**

BID REFERENCE No. 2013-0001 (RE-BID)

**BIDS AND AWARDS COMMITTEE
DECEMBER 2013**

ANNEX "A"

Company Letterhead

Bid Reference # 2013-00_____

Statement of all ongoing contract and completed contract within the last two (2) years

1.) All ongoing (including contract awarded but not yet started, if any)

Name of client	Name of Contract	Date and status of contract	Kinds of Goods	Amount of contract	Value of outstanding contracts	Date of Delivery	Purchase order Number/s or Date of Contract/s

2.) Completed Contract at least two (2) years completed contract, one for each year 2010, 2011, 2012 as applicable.

Name of client	Name of Contract	Date of contract	Kinds of Goods	Value of contract	Date of completion	Official Receipt No. & date or Enduser's Acceptance Date

CERTIFIED CORRECT:

Name and Signature of Authorized Representative

Position

Date

ANNEX "B"

Company Letter Head

Bid Reference # 2013-_____

Statement of Single (1) Largest Completed Contract of Similar nature within the last two (2) years from the date of submission and receipt of bids amounting to at least 50% of the ABC

Name	Name of	Date of	Kinds	Value	Date of	Official Receipt

of Client	Contract	Contract	of Goods	of Contract	Completion	No. & date or End-user's Acceptance Date (attached copy)

CERTIFIED CORRECT:

Name and Signature of Authorized Representative

Position

Date

ANNEX "C"

Company Letter Head

Bid Reference # 2013-_____

CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY

This is to certify that our NET FINANCIAL CONTRACTING CAPACITY (NFCC) is _____, P _____ which is at least equal to the total ceiling price we are bidding. The amount is computed as follows;

$$NFCC = (CA-CL) (K) - C$$

Where:

CA = Current Asset

CL = Current Liabilities

K = 10 for a contract duration of one year or less;

= 15 for a contract duration of more than one year and up to two years and

= 20 for a contract duration of more than two years

C = value of all outstanding or uncompleted portions of the project under ongoing contracts, including awarded contract yet to be started coinciding with the contract for this project

Issued this _____ day of _____ 2013

Name and Signature of Authorized Representative

Position

ANNEX "D"

(Name of Bank)

CREDIT LINE CERTIFICATE

Date: _____

CONTRACT/PROJECT	:	_____
COMPANY/FIRM	:	_____
ADDRESS	:	_____
BANK/FINANCING INSTITUTION	:	_____
ADDRESS	:	_____
AMOUNT	:	_____

This is to certify that the above Bank/Financing Institution with business address indicated above, commits to provide the (Supplier/Distributor/Manufacturer/Contractor), if awarded the above-mentioned Contract, a credit line in the

amount specified above which shall be exclusively used to finance the performance of the above-mentioned contract subject to our terms, conditions and requirements.

The credit line shall be available within fifteen (15) calendar days after receipt by the (Supplier/Distributor/Manufacturer/Contractor) of the Notice of Award and such line of credit shall be maintained until the project is completed by the Contractor.

This Certification is being issued in favor of said (Supplier/Distributor/Manufacturer/Contractor) in connection with the bidding requirement of (Name of Procuring Entity) for the above-mentioned Contract. We are aware that any false statements issued by us make us liable for perjury.

Name and Signature of Authorized Financing Institution Office

Office Designation

Concurred By:

Name and Signature of (Supplier/Distributor/Manufacturer/Contractor's) Authorized Representative

Office Designation

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____ at _____, Philippines. Affiant exhibited to me his/her competent Evidence of Identity (as defined by the 2004 Rules on Notarial Practice _____ issued _____ at _____, Philippines.

NOTARY PUBLIC

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

(Note: The Amount committed should be machine validated in the Certificate itself)

ANNEX "E"

Bid Ref No. 2012-00_____

Approved Budget for the Contract: P_____

PROTOCOL/UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE

This **PROTOCOL/UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE**, executed by:

..... a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at,, represented herein by its

....., hereinafter referred to as
“.....”;

-and-

..... a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at, represented herein by its, hereinafter referred to as “.....”;

-and-

..... a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at, represented herein by its, hereinafter referred to as “.....”; (hereinafter referred to collectively as “Parties”)

For submission to the **Bids and Awards Committee** of the **Bureau of Corrections, NBP**, pursuant to **Section 23.1 (b)** of the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

WITNESSETH That:

WHEREAS, the Parties desire to participate as a joint venture in the public bidding that will be conducted by the **Bureau of Corrections, NBP** pursuant to Republic Act No. 9184 and its implementing rules and regulations, with the following particulars:

Bid Reference No.	
Name/Title of Procurement Project	
Approved Budget for the Contract	

NOW, THEREFORE, in consideration of the foregoing, the Parties undertake to enter into a **JOINT VENTURE** and sign a **Joint Venture Agreement** relative to their joint

cooperation for this bid project, in the event that their bid is successful, furnishing the BuCor BAC a duly signed and notarized copy thereof within **ten (10) calendar days** from receipt of Notice from the BAC that our bid has the lowest calculated responsive bid or highest rated responsive bid (as the case may be).

That furthermore, the parties agree to be jointly and severally under the said Joint Venture Agreement;

THAT finally, failure on our part of enter into the Joint Venture and/or sign the Joint Venture Agreement for any reason after the Notice of Award has been issued by shall be a ground for non-issuance of the Notice to Proceed, forfeiture of our bid security and such other administrative and/or civil liabilities as may be imposed by BuCor under the provisions of R.A. 9184 and its Revised IRR, without any liability on the part of BuCor.

This undertaking shall form an integral part of our Eligibility documents for the above-cited project.

IN WITNESS WHEREOF, the parties have signed this Protocol/Undertaking on the date first above-written.

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____ at _____, Philippines. Affiant exhibited to me his/her competent Evidence of Identity (as defined by 2004 Rules on Notarial Practice issued _____ at _____, Philippines.

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

ANNEX "F"

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.
x-----x

BID-SECURING DECLARATION
Invitation to Bid/Request for Expression of Interest No. : Reference No. _____

To: BUREAU OF CORRECTIONS

We, the undersigned, declared that:

1. I 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 accept that: (a) I will be automatically disqualified from bidding for any contract with any procuring entity for a period of two(2) years upon receipt of blacklisting order; and, (b) I will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, if I have committed any of the following actions:
 - (i) Withdrawn my bid during the period of bid validity required in the Bidding Documents; or
 - (ii) Fail or refuse to accept the award and enter into contract or perform any and all acts necessary to the execution of the Contract, in accordance with the Bidding Documents after having been notified of your acceptance of our Bid during the period of bid validity.
3. I 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 extensions thereof pursuant to your request;
 - (b) I am declared ineligible or post-disqualified upon receipt of your notice to such effect, and if I failed to timely file a request for reconsideration or (ii) I filed a waiver to avail of said right;
 - (c) I am declared as the bidder with the Lowest Calculated and Responsive Bid/Highest Rated and responsive Bid, and I have furnished the performance security and signed the contract.

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

Affiant
ANNEX "G"

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.
x-----x

BID-SECURING DECLARATION
Invitation to Bid/Request for Expression of Interest No. : Reference No. _____

To: BUREAU OF CORRECTIONS

We, the undersigned, declared that:

1. 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. We accept that: (a) we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two(2) years upon receipt of blacklisting order; and, (b) we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, if I have committed any of the following actions:
 - (iii) Withdrawn our bid during the period of bid validity required in the Bidding Documents; or
 - (iv) Fail or refuse to accept the award and enter into contract or perform any acts necessary to the execution of the Contract, in accordance with the Bidding Documents after having been notified of your acceptance of our Bid during the period of bid validity.
3. We understand that this bid-securing declaration shall cease to be valid on the following circumstances:
 - (d) Upon expiration of the bid validity period, or any extensions thereof pursuant to your request;
 - (e) We are declared ineligible or post-disqualified upon receipt of your notice to such effect, and if I failed to timely file a request for reconsideration or (ii) I filed a waiver to avail of said right;
 - (f) We are declared as the bidder with the Lowest Calculated and Responsive Bid/Highest Rated and responsive Bid, and I have furnished the performance security and signed the contract.

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

Affiant
ANNEX "J"

Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES)

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;

8.) _____ complies with existing labor laws and standards; and
Name of Bidder

9.) _____ is aware of and has undertaken the following
Name of Bidder

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

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

Bidder's Representative/Authorized Signatory

ANNEX "I"

Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____)

A F F I D A V I T

I, _____, of legal age, _____, _____, and residing at
Name of Affiant Civil Status Nationality

_____ after having been duly sworn in accordance
Address of Affiant

with law, do hereby depose and state that:

1.) I am the sole proprietor of _____, with office
Name of Bidder
address at _____
address of Bidder

2.): As the owner and sole proprietor of _____, I have
Name of Bidder
full power and authority to do, execute and perform any and all acts necessary to represent it
in the bidding for _____ of the
Name of the Project
Bureau of Corrections

3.) _____, is not “blacklisted” or barred from bidding
Name of Bidder
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.) _____, is authorizing the Head of the
Name of Bidder
Procuring Entity or its duly authorized representative(s) to verify all the documents
submitted;

6.) I am 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;

7.) _____ complies with existing labor laws and standards:
Name of Bidder
and

8.) _____ is aware of and has undertaken the following
Name of Bidder
responsibilities as a Bidder:

- e) Carefully examine all of the Bidding Documents;
- f) Acknowledge all conditions, local or otherwise, affecting the implementation of the
Contract;



- g) Made an estimate of the facilities available and needed for the contract to be bid, if any;
and
- h) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Project].

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

Bidder's Representative/Authorized Signatory
