



**BUREAU OF CORRECTIONS**  
**IWAHIG PRISON AND PENAL FARM**  
Iwahig, 5301 Puerto Princesa City  
Palawan



SUPPLY AND DELIVERY OF MEDICINES (Lot I)  
MEDICAL, DENTAL AND LABORATORY SUPPLIES LOT II FOR PDL  
PATIENTS OF IP&PF FOR 1<sup>ST</sup> QUARTER 2020

Approved Budget for the Contract  
Lot I PHP 3,916,000.00  
Lot II PHP 269,000.00

BID REF – IPPF 2019-10



**BUREAU OF CORRECTIONS**  
**IWAHIG PRISON AND PENAL FARM**  
Iwahig, 5301 Puerto Princesa City  
Palawan



**INVITATION TO BID**

**SUPPLY AND DELIVERY OF MEDICINES (Lot I) and MEDICAL and DENTAL SUPPLIES (LOT II) FOR PDL PATIENTS OF IP&PF FOR 1<sup>ST</sup> QUARTER 2020**

1. The *IWAHIG PRISON AND PENAL FARM*, through its Bids and Awards Committee, intend to apply the sum of **THREE MILLION NINE HUNDRED SIXTEEN THOUSAND PESOS (Php 3,916,000.00)** being the Approved Budget of Contract (ABC) for the **SUPPLY & DELIVERY OF MEDICINES and sum of Two hundred Sixty Nine pesos (Php 269,000.00)** being the Approved Budget of Contract (ABC) for the **MEDICAL and DENTAL SUPPLIES for 1<sup>st</sup> Quarter of 2020**. Interested bidders must quote on all the items. Bids received in excess of the ABC shall be automatically rejected at bid opening.

Project description	Approved Budget for the Contract	Bidding Documents (Cost)
Medicines	3,916,000.00	Php 5,000.00
Medical, Dental and Laboratory Supplies	269,000.00	Php 500.00

2. The Iwahig Prison & Penal Farm now invites bids for medicines. Delivery period shall be within Fifteen (15) calendar days upon receipt of Notice to Proceed. Bidders should have Single Largest Completed Contract (SLCC) 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. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

4. Interested bidders may obtain further information from the Iwahig Prison & Penal Farm and inspect the Bidding Documents at the address given below. Bidding documents will be available starting October 24, 2019 8:00 AM-5:00 PM until November 12, 2019, 10:00 AM.



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Palawan



5. A complete set of Bidding Documents may be acquired from the address by the interested bidder from the address below and upon payment of the applicable fee for the Bidding Documents pursuant to the latest guidelines issued by the GPPB in the amount stated above. It may also be downloaded from the website of the Philippine Government Electronic Procurement System (PhilGeps) and BuCor website [www.bucor.gov.ph](http://www.bucor.gov.ph). Provided that bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.
6. The Iwahig Prison & Penal farm will hold a Pre- Bid Conference on October 31, 2019, 10:00 o'clock in the morning which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat at the address below on November 12, 2019, 10:00 o'clock in the morning. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 18.  
  
Opening of bids shall be on November 12, 2019 10:15 in the morning at Regional Conference Room, Central Sub-Colony. Bids will be opened in the presence of bidder's representative who choose to attend at the Regional Conference Room, Central Sub-Colony. Late bids shall not be accepted.
8. In the event two or more of the bidders have been post-qualified as LCRB, the IPPF-BAC shall used a non-discretionary and non-discriminatory measure based on sheer luck as a tie-breaking tool (draw lots).
9. This project is undertaken through Early Procurement Activities (EPA)
10. For further information, please refer to: BAC Secretariat c/o Dr. MONETTE M. MARTIN/Ms. Ma. Fatima G. Dioquino at BAC Secretariat Office, Central Sub-Colony, Iwahig Prison and Penal Farm, Puerto Princesa City from 8:00 AM to 5:00 PM, Monday to Friday or at cellphone # 09770413089
11. The IWAHIG PRISON AND PENAL FARM reserves the right to reject any and all bids, to declare a failure, or not award the contract at any time prior to contract award, in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

  
**CSUPT JULIO CAESAR B CAMACHO**  
Chairman, Bids & Awards Committee

## **SECTION II**

### **Instructions To Bidders**

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## A. General

### 1. Scope of Bid

- 1.1. The Procuring Entity named in the **BDS** invites bids for the supply and delivery of the Goods as described in as described in **Error! Reference source not found.**
- 1.2. The name, identification, and number of lots specific to this bidding are provided in the **BDS**. The contracting strategy and basis of evaluation of lots is described in **ITB** Clause 28.

### 2. Source of Funds

The Procuring Entity has a budget or has received funds from the Funding Source named in the **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 (g) below:



- (a) A Bidder has controlling shareholders in common with another Bidder;
- (b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
- (c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;
- (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process;
- (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;
- (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid; or
- (g) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

4.2. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity (HoPE), members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:

- (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
- (b) If the Bidder is a partnership, to all its officers and members;
- (c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders;
- (d) If the Bidder is a cooperative, to all its officers, directors, and controlling shareholders or members; and
- (e) If the Bidder is a joint venture (JV), the provisions of items (a), (b), (c), or (d) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

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

## 5. Eligible Bidders

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

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

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

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

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

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

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

## **6. Bidder's Responsibilities**

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

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

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

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

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

- (iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and
- (k) Ensuring that it did not give or pay, directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

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

## **7. Origin of Goods**

Unless otherwise indicated in the **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 submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.
- 8.3. The Bidder may identify the subcontractor to whom a portion of the Goods will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor

during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

## **B. Contents of Bidding Documents**

### **9. Pre-Bid Conference**

- 9.1. (a) If so specified in the **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, but not earlier than seven (7) calendar days from the posting of the invitation to bid/bidding documents in the PhilGEPS website. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.
- 9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.
- 9.3. Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

### **10. Clarification and Amendment of Bidding Documents**

- 10.1. Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.
- 10.2. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, to be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.
- 10.3. Supplemental/Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the

submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.

- 10.4. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available, and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Bidders who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 23.

## **C. Preparation of Bids**

### **11. Language of Bids**

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines.

However, for Contracting Parties to the Apostille Convention, the documents shall be authenticated through an apostille by the Competent Authority, except for countries identified by the Department of Foreign Affairs (DFA) that will still require legalization (red ribbon) by the relevant Embassy or Consulate.

A Contracting party refers to a State that has joined the Apostille Convention, whether or not the Convention has entered into force for that State.

A Competent Authority refers to the authority that designated by a Contracting Party that is competent to issue an apostille. A Contracting party may designate one or more Competent Authorities and may designate Competent Authorities that are competent to issue an apostille of certain categories of public documents. Information about designated Competent Authorities may be found on the Apostille section of the Hague Conference website under "Competent Authorities".

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) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with section 37.1.4 of the IRR.
- (ii) Statement of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and

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

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

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

Class “B” Document:



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

(b) Technical Documents –

(i) Bid security in accordance with **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:

(i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or

(i.2) a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments;

(ii) Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; and

(iii) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in **Error! Reference source not found.**

(iv) For foreign bidders claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos, a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item or product.

### **13. Documents Comprising the Bid: Financial Component**

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

(a) Financial Bid Form, which includes bid prices and the applicable Price Schedules, in accordance with **ITB** Clauses 15.1 and 15.4;

(b) If the Bidder claims preference as a Domestic Bidder, a certification from the DTI issued in accordance with **ITB** Clause 27, unless otherwise provided in the **BDS**; and

(c) Any other document related to the financial component of the bid as stated in the **BDS**.

13.2. (a) Unless otherwise stated in the **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 monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

## **14. Alternative Bids**

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

## **15. Bid Prices**

- 15.1. The Bidder shall complete the appropriate Schedule of Prices included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project.
- 15.2. The Bidder shall fill in rates and prices for all items of the Goods described in the Schedule of Prices. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Schedule of Prices, shall be

considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be accomplished.

- 15.3. The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.
- 15.4. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - (a) For Goods offered from within the Procuring Entity's country:
    - (i) The price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable);
    - (ii) The cost of all customs duties and sales and other taxes already paid or payable;
    - (iii) The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - (iv) The price of other (incidental) services, if any, listed in the **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**.
  - (c) For Services, based on the form which may be prescribed by the Procuring Entity, in accordance with existing laws, rules and regulations
- 15.5. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to **ITB** Clause 24.

All bid prices for the given scope of work in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances. Upon the recommendation of the Procuring Entity, price escalation may be allowed in

extraordinary circumstances as may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon approval by the GPPB. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

## 16. Bid Currencies

16.1. Prices shall be quoted in the following currencies:

- (a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.
- (b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency(ies) stated in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the *Bangko Sentral ng Pilipinas* (BSP) reference rate bulletin on the day of the bid opening.

16.2. If so allowed in accordance with **ITB** Clause 16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the foregoing exchange rates.

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

Form of Bid Security	Amount of Bid Security
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	(Not Less than the Percentage of the ABC)
<p>(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</p> <p><i>For biddings conducted by LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(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.</p> <p><i>For biddings conducted by LGUs, Bank Draft/Guarantee, or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	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>	Five percent (5%)

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

- 18.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

- 18.3. No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or upon the lapse of the reglementary period to file a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB** Clause 18.2.
- 18.4. Upon signing and execution of the contract pursuant to **ITB** Clause 32, and the posting of the performance security pursuant to **ITB** Clause 33, the successful Bidder's bid security will be discharged, but in no case later than the bid security validity period as indicated in the **ITB** Clause 18.2.
- 18.5. The bid security may be forfeited:
- (a) if a Bidder:
    - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 17;
    - (ii) does not accept the correction of errors pursuant to **ITB** Clause 28.3(b);
    - (iii) has a finding against the veracity of any of the documents submitted as stated in **ITB** Clause 29.2;
    - (iv) submission of eligibility requirements containing false information or falsified documents;
    - (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
    - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
    - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
    - (viii) refusal or failure to post the required performance security within the prescribed time;
    - (ix) refusal to clarify or validate in writing its bid during 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 **Error! Reference source not found.** on or before the deadline specified in the **ITB** Clauses 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.
- 19.2. Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.3. The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.4. Each and every page of the Bid Form, including the Schedule of Prices, under Section VIII hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.
- 19.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

## **20. Sealing and Marking of Bids**

- 20.1. Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12 in one sealed envelope marked "ORIGINAL - TECHNICAL COMPONENT", and the original of their financial component in another sealed envelope marked "ORIGINAL - FINANCIAL COMPONENT", sealing them all in an outer envelope marked "ORIGINAL BID".

- 20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. \_\_\_\_ - TECHNICAL COMPONENT” and “COPY NO. \_\_\_\_ – FINANCIAL COMPONENT” and the outer envelope as “COPY NO. \_\_\_\_”, respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 20.3. The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.
- 20.4. All envelopes shall:
- (a) contain the name of the contract to be bid in capital letters;
  - (b) bear the name and address of the Bidder in capital letters;
  - (c) be addressed to the Procuring Entity’s BAC in accordance with **ITB** Clause 1.1;
  - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.1; and
  - (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with **ITB** Clause 21.
- 20.5. Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

## **D. Submission and Opening of Bids**

### **21. Deadline for Submission of Bids**

Bids must be received by the Procuring Entity’s BAC at the address and on or before the date and time indicated in the **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. The BAC shall record in the minutes of bid submission and opening, the Bidder’s name, its representative and the time the late bid was submitted.

### **23. Modification and Withdrawal of Bids**

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



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

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

## **24. Opening and Preliminary Examination of Bids**

- 24.1. The BAC shall open the bids in public, immediately after the deadline for the submission and receipt of bids, as specified in the **BDS**. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and reschedule the opening of Bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.
- 24.2. Unless otherwise specified in the **BDS**, the BAC shall open the first bid envelopes and determine each Bidder’s compliance with the documents prescribed in **ITB** Clause 12, using a non-discretionary “pass/fail” criterion. If a Bidder submits the required document, it shall be rated “passed” for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as “failed”. Otherwise, the BAC shall rate the said first bid envelope as “passed”.

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

submitted bids. The Abstract of Bids as read and the minutes of the bid opening shall be made available to the public upon written request and payment of a specified fee to recover cost of materials.

- 24.9 To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The notice shall be issued within seven (7) calendar days from the date of the bid opening.

## **E. Evaluation and Comparison of Bids**

### **25. Process to be Confidential**

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

### **26. Clarification of Bids**

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

### **27. Domestic Preference**

- 27.1. Unless otherwise stated in the **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 the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder.
  - (b) For evaluation purposes, the lowest Foreign Bid shall be increased by fifteen percent (15%).
  - (c) In the event that the lowest bid offered by a Domestic Bidder does not exceed the lowest Foreign Bid as increased, then the Procuring Entity shall award the contract to the Domestic Bidder at the amount of the lowest Foreign Bid.
  - (d) If the Domestic Bidder refuses to accept the award of contract at the amount of the Foreign Bid within two (2) calendar days from receipt of

written advice from the BAC, the Procuring Entity shall award to the bidder offering the Foreign Bid, subject to post-qualification and submission of all the documentary requirements under these Bidding Documents.

- 27.2. A Bidder may be granted preference as a Domestic Bidder subject to the certification from the DTI that the Bidder is offering unmanufactured articles, materials or supplies of the growth or production of the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials, or supplies of the growth, production, or manufacture, as the case may be, of the Philippines.

## **28. Detailed Evaluation and Comparison of Bids**

- 28.1. The Procuring Entity will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to **ITB** Clause 24, in order to determine the Lowest Calculated Bid.

- 28.2. The Lowest Calculated Bid shall be determined in two steps:

- (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
- (b) The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.

- 28.3. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the following in the evaluation of bids:

- (a) Completeness of the bid. Unless the **BDS** allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for; and
- (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.

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

## **29. Post-Qualification**

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

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

- 29.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.
- 29.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.

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

### **30. Reservation Clause**

- 30.1. Notwithstanding the eligibility or post-qualification of a Bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- 30.2. Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
  - (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
  - (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or

- (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
  - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;
  - (ii) If the project is no longer necessary as determined by the HoPE; and
  - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

30.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:

- (a) No bids are received;
- (b) All prospective Bidders are declared ineligible;
- (c) All bids fail to comply with all the bid requirements or fail post-qualification; or
- (d) The bidder with the LCRB refuses, without justifiable cause to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

## **F. Award of Contract**

### **31. Contract Award**

- 31.1. Subject to **ITB** Clause 29, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB.
- 31.2. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 31.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
  - (a) Submission of the following documents within ten (10) calendar days from receipt of the Notice of Award:
    - (i) Valid JVA, if applicable; or
    - (ii) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign Bidder;

- (b) Posting of the performance security in accordance with **ITB** Clause 33;
  - (c) Signing of the contract as provided in **ITB** Clause 32; and
  - (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.
- 31.4. At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in **Error! Reference source not found.**

## **32. Signing of the Contract**

- 32.1. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 32.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.
- 32.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 32.4. The following documents shall form part of the contract:
- (a) Contract Agreement;
  - (b) Bidding Documents;
  - (c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  - (d) Performance Security;
  - (e) Notice of Award of Contract; and
  - (f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

## **33. Performance Security**

- 33.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.



- 33.2. The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
<p>(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</p> <p><i>For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	<p>Five percent (5%)</p>
<p>(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.</p> <p><i>For biddings conducted by the LGUs, the Bank Draft/Guarantee or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<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>Thirty percent (30%)</p>

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

#### **34. Notice to Proceed**

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

#### **35. Protest Mechanism**

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

## **Section III**

# **BID DATA SHEETS**

# BID DATA SHEETS

ITB Clause	
1.1	<p>The Procuring Entity is Iwahig Prison &amp; Penal Farm</p> <p><i>The name of the Contract is: SUPPLY AND DELIVERY OF MEDICINES (Lot I) and MEDICAL, DENTAL AND LABORATORY SUPPLIES FOR PDL PATIENTS OF IP&amp;PF FOR 1<sup>ST</sup> QUARTER 2020</i></p> <p><i>The Bid Reference is: 2019-09</i></p>
2	<p>The Funding Source is: The Government of the Philippines (GOP) through GAA 2019 Fund 101 in the Total amount of <b>Three Million Nine Hundred Sixteen Thousand Pesos (Php 3,916,000 .00)</b> for Lot I and <b>Two Hundred Sixty Nine Thousand Pesos(Php 269,000 .00)</b> for Lot II</p> <p><i>The name of the Project is: SUPPLY AND DELIVERY OF MEDICINES (Lot I) and MEDICAL, DENTAL AND LABORATORY SUPPLIES FOR PDL PATIENTS OF IP&amp;PF FOR 1<sup>ST</sup> QUARTER 2020</i></p>
3.1	No further instructions.
5.1	No further instructions.
5.2	None of the circumstances mentioned in the <b>ITB</b> Clause exists in this Project. Foreign bidders, except those falling under <b>ITB</b> Clause 5.2(b), may not participate in this Project.
5.4	<p>The prospective bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 12.1 (a.) (iii) a single contract that is similar to this project must be at least twenty five percent (25%) of the ABC.</p> <p><u>For this purpose, similar contracts shall refer to medicines, medical and dental supplies.</u></p>
7	No further instructions.
8.1	"Subcontracting is not allowed."
8.2	"Not applicable".
9.1	"Not applicable". See procurement activity schedule
10.1	<p>The Procuring Entity's address is:</p> <p><b>CSUPT JULIO CAESAR B CAMACHO</b> BAC Chairman Iwahig Prison &amp; Penal Farm Puerto Princesa City</p>
12.1	<p>Note: A copy of authorized representative's valid Government issue ID shall be used as competent proof of identity in all notarized documents pursuant to 2004 Rules on Notarial Law Practice</p> <p>Community Tax Certificate (CTC) or Residence Certificate is not accepted as a competent proof of identity in all notarized documents for the purpose of this bidding.</p> <p>The Bidder shall submit the following Eligibility Financial and Technical Documents, arranged, numbered or tabbed as enumerated below:</p> <p>Deferment of Mandatory Submission of PhilGEPS Certificate of Registration and Membership</p> <p>4.1.1 For all procurement projects advertised and/or posted after the effectivity of this circular, bidders may still submit their Class "A" Eligibility Documents required to be uploaded and maintained current and updated in the PhilGEPS pursuant to Section 8.5.2 of the same IRR, or if already registered in the PhilGEPS under Platinum category, their Certificate of Registration and Membership in lieu of their uploaded file of Class "A" Documents, or a combination thereof. In case the bidder opted to submit their Class "A" Documents, the Certificate of PhilGEPS Registration (Platinum Membership) shall remain a post-qualification requirement to be submitted in accordance with Section 34.2 of the 2016 Revised IRR of RA 9184;</p>

Class “A” Documents:

1. 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. 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. Valid and current Tax Clearance per E.O 398 series of 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR)
4. Statement of prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid (Annex “A”)
5. Statement identifying the bidder’s single largest completed contract similar to the contract to be bid within the last two years from the date of submission and receipt of bids equivalent to at least twenty five percent (25%) of the ABC. (Annex B).

Any of the following documents shall be attached Annex “B:

- *Certificate of end-user’s acceptance (EUA) or Acceptance Report or official receipt (OR) or collection receipt (CR) or sales invoice (SI) issued for the contract, if completed.*
6. *Audited Financial Statements stamped “received by the Bureau of Internal Revenue (BIR) or its duly authorized institutions, for the preceding calendar year, which should not be earlier than two (2) years from the bid submission, which must include the following:*
    - a. *Independent Auditor’s Report*
    - b. *Balance Sheet (Statement of Financial Position)*
    - c. *Income Statement (Statement of Comprehensive Income)*
    - d. *Notes to Financial statement*
    - e. *Statement of Cash Flow*
  7. *Net Financial Contracting Capacity (NFCC) which must be at least equal to the ABC to be bid, and calculated as follows:*

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

*Where:*

*The Values of the bidder’s current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR, through its Electronic Filing and Payment System (EFPS).*

*In lieu of the NFCC computation the bidder may submit a Committed Line of Credit (CLC) from a Universal or Commercial Bank, it must be at least equal to ten percent (10%) of the ABC to be*

*bid in accordance with section 23.4.1.5 of the 2016.*

**CLASS “B” DOCUMENTS**

8. *In case of Joint Venture: A Valid Joint Agreement (JVA) for the project in case it is already in existence, or duly notarized statements from all the potential joint venture partners stating they will center into and abide by the provisions of the JVA in the instance that the bid is successful.*

*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 Bid (Annex “D”)*

9. *The Bidder shall have the option to post Bid Securing Declaration (Annex “E”) Bid Securing Declaration must be duly notarized in accordance with the provision of 2004 Rules of Notarial Practice or any form of Bid Security in which shall be not less than the percentage of the ABC in accordance with the following schedule:*

Form of Bid Security	Amount of Bid Security (Not Less than the Percentage of the ABC)
(a) Cash or cashier’s/manager’s check issued by a Universal or Commercial Bank.	Two percent (2%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided,	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%)

Should the bidder opt to submit a Surety Bond as other form of Bid Security it must specify the additional grounds for forfeiture of bid security, to wit:

- 1.) withdraws its bid during the period of bid validity specified in ITB Clause 17;
- 2.) does not accept the correction of errors pursuant to ITB Clause 18.3(b);
- 3.) fails to submit the requirements within the prescribed period or a finding against their veracity as stated in ITB Clause 29.2;
- 4.) submission of eligibility requirements containing false information or falsified documents;
- 5.) 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;

- 6.) allowing the use of one's name, or using the name of another for purposes of public bidding;
- 7.) 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;
- 8.) refusal or failure to post the required performance security within the prescribed time;
- 9.) 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;
- 10.) any documented attempt by a bidder to unduly influence the outcome of the bidding in his favor;
- 11.) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
- 12.) 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.

or if the successful Bidder:

- 1.) fails to sign the contract in accordance with ITB Clause 32; or
- 2.) fails to furnish performance security in accordance with ITB Clause 33.

10. *Duly accomplished Schedule of Requirements (Annex "F")*

11. *Duly accomplished Technical Specification (Annex "G")*

12. *Duly notarized Omnibus Sworn Statement (Annex "H").*

13. *Duly notarized Proof of Authority of the designated representative/s for purposes of this bidding*

- a. *Duly notarized Special Power of Attorney -For sole proprietorship if owner opts to designate a representative/s;*
- b. *Duly notarized Secretary's Certificate evidencing the authority of the designated representative/s, issued by the corporation, cooperative or the members of the joint venture;*
- c. *Provided that in the case of unincorporated joint venture, each member shall submit a separate Duly notarized Special Power of Attorney and/or Duly notarized Secretary's Certificate evidencing*

	<p style="text-align: center;"><i>the authority of the designated representative/s.</i></p> <p><i>Note: Copy of competent proof of identity used in all notarized documents must be attached.</i></p>								
13.2	<p>The ABC is:</p> <p>Lot I - Php 3, 916,000.00 Lot II - Php 269,000.00</p> <p>Any bid with financial component exceeding this amount shall not be accepted. Late bids shall be rejected.</p>								
15.4(a)(iii)	“No incidental services are required.”								
15.4(b)	“Not applicable.”								
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><u>Bid validity shall be one hundred twenty (120) calendar from date of bid opening.</u> Bids valid for a shorter period shall be rejected outright as non-responsive.</p>								
18.1	<p>The Bidder shall submit Bid Securing Declaration or at least one other form in accordance with the following (GPPB Resolution #01-2014) in the _____ form, amount in accordance with the following</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>a.) Cash or cashier’s/manager’s check issued by a Universal Bank or Commercial Bank</td> <td style="text-align: center;">Two percent (2%)</td> </tr> <tr> <td>b.) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security</td> <td style="text-align: center;">Five percent (5%)</td> </tr> <tr> <td>c.) Any combination of the foregoing proportionate to the share of form with respect to total amount of security</td> <td></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	Two percent (2%)	b.) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security	Five percent (5%)	c.) Any combination of the foregoing proportionate to the share of form with respect to total amount of security	
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	Two percent (2%)								
b.) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security	Five percent (5%)								
c.) Any combination of the foregoing proportionate to the share of form with respect to total amount of security									
18.2	<p><b>Bid Security</b> The bid security in the form of <b><u>SURETY BOND and CALLABLE UPON DEMAND</u></b> shall be <b><u>120 calendar days</u></b> reckoned from the date of the opening of bids. Bids with bid security validity for a shorter period shall be rejected outright as non-responsive.</p>								
19.4	No further instructions								
20.1	<p>Each Bidder shall submit the following in <i>one (1)</i> big envelope duly labeled containing two sets of envelopes:</p> <p><b>First envelope</b> must contain four (4) copies of Eligibility and Technical Documents duly marked as “<b>copy 1</b>”, <b>Copy 2</b>”, “<b>Copy 3 and Copy 4</b>”</p> <p><b>Second envelope</b> must contain four (4) copies of Financial Documents duly marked as <b>copy 1, Copy 2, Copy 3 and Copy 4</b>”</p> <p>All envelopes and folders must be labeled as specified in <b>BDS 20.4</b></p>								
20.4	<p>All envelopes shall:</p> <p>a.) Contain the name of the contract to be bid in CAPITAL LETTERS</p>								



	<p>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</p> <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p><b>TO:</b> THE BIDS AND AWARDS COMMITTEE  IWAHIG PRISON AND PENAL FARM  <b>FROM:</b> _____  Name of bidders in Capital Letter  <b>ADDRESS:</b> _____  Address of bidder in Capital letter  <b>PROJECT:</b> _____  <b>BID REFL:</b> 2019-09  (In capital letters, indicate the phrase)  <b>“DO NOT OPEN BEFORE _____”</b></p> </div>
21	<p>The address for submission of bid is:</p> <p>Regional Conference Room, Central Sub-Prison  IWAHIG PRISON &amp; PENAL FARM  Puerto Princesa City</p> <p><b>The deadline of submission is on November 12, 2019 10:00 am</b></p>
24.1	<p>The place of bid opening is:</p> <p>Regional Conference Room, Central Sub-Prison  Iwahig Prison &amp; Penal Farm  Puerto Princesa City</p> <p><b>The date and time of opening is on November 12, 2019 10:15 am</b></p>
24.2	No further instructions.
27.1	No further instructions.
28.3	No further instructions
28.3(b)	Bid modification and withdrawal of bids shall be allowed only before the deadline for submission
28.4	No further instructions.
29.2	<p>Within <b>Five (5) calendar days</b> 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"> <li>1. Latest Business Tax Returns filed thru Electronic Filing and Payment System (EFP S) duly validated with the tax payments made thereon also refers to the Value Added tax (Form 2550M and 2550Q) or Percentage Tax Returns (Form 2551M) covering the previous <b>six (6)</b> months prior to submission and opening of bids.</li> </ol> <p><u>Only tax returns filed and taxes paid through the BIR Electronic Filing and Payments Systems (EFPS) shall be accepted (GPPB Res. 11-2013)</u></p> <p><b>NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission.</b></p> <ol style="list-style-type: none"> <li>2. Other pertinent documents that may deemed necessary for the purpose of Post Qualification</li> </ol> <p>Failure of the Bidder declared as LCB to duly submit the requirements stated above or a finding against the veracity of such shall be ground for forfeiture of the bid security and disqualify the Bidder for award.</p> <p>Furthermore, as part of the Post Qualification, the eligibility and technical documents submitted by the LCB/SCB, shall be verified, validated and ascertained all statement made.</p>

33.1

To guarantee the faithful performance by the winning Bidder must submit an **acceptable forms of performance security taken from two (2) categories below that bidders may opt to use (GPPB Res. No. 25-2013)** denominated in Philippine Pesos and posted in favor of the Procuring Entity 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 IP&PF and in no case later than the signing of the contract.**

The performance security shall be dominated in Philippine Pesos and issued in the name of the **IWAHIG PRISON AND PENAL FARM** in the 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)
Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)
Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

## **Section IV**

### **GENERAL CONDITIONS OF THE CONTRACT**

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## **1. Definitions**

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

- (a) “The Contract” means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Goods” means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) “GCC” means the General Conditions of Contract contained in this Section.
- (f) “SCC” means the Special Conditions of Contract.
- (g) “The Procuring Entity” means the organization purchasing the Goods, as named in the SCC.
- (h) “The Procuring Entity’s country” is the Philippines.
- (i) “The Supplier” means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the SCC.
- (j) The “Funding Source” means the organization named in the SCC.
- (k) “The Project Site,” where applicable, means the place or places named in the SCC.
- (l) “Day” means calendar day.
- (m) 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.
- (n) “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 grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

## **2. Corrupt, Fraudulent, Collusive, and Coercive Practices**

1.2. 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:

- (o) 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.
  - (p) 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.

- 1.3. 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 (o).

### **3. Inspection and Audit by the Funding Source**

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

#### **4. Governing Law and Language**

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

#### **5. Notices**

- 1.6. 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.
- 1.7. 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.

#### **6. Scope of Contract**

- 1.8. The GOODS and Related Services to be provided shall be as specified in Section VI Schedule of Requirements
- 1.9. 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.

#### **7. Subcontracting**

- 1.10. 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.
- 1.11. 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.

#### **8. Procuring Entity's Responsibilities**

- 1.12. 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.

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

## **9. Prices**

- 1.14. 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.
- 1.15. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with **GCC Clause 29**.

## **10. Payment**

- 1.16. 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 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**.
- 1.17. 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.
- 1.18. 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.
- 1.19. Unless otherwise provided in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

## **11. Advance Payment and Terms of Payment**

- 1.20. 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.
- 1.21. For Goods supplied from abroad, the terms of payment shall be as follows:
  - (q) 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.
  - (r) 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.
  - (s) 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.

- 1.22. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

## **12. Taxes and Duties**

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

## **13. Performance Security**

- 1.23. 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.
- 1.24. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 1.25. 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:
  - (t) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
  - (u) The Supplier has no pending claims for labor and materials filed against it; and
  - (v) Other terms specified in the SCC.
- 1.26. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

## **14. Use of Contract Documents and Information**

- 1.27. 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.
- 1.28. Any document, other than this Contract itself, enumerated in **GCC** Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

## **15. Standards**

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards

appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

## **16. Inspection and Tests**

- 1.29. 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.
- 1.30. 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.
- 1.31. 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.
- 1.32. 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.
- 1.33. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

## **17. Warranty**

- 1.34. 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.
- 1.35. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 1.36. 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; 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.

- 1.37. 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.
- 1.38. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **GCC Clause 17.4**, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

## **18. Delays in the Supplier's Performance**

- 1.39. 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
- 1.40. 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.
- 1.41. Except as provided under **GCC Clause 22**, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to **GCC Clause 19**, unless an extension of time is agreed upon pursuant to **GCC Clause 29** without the application of liquidated damages.

## **19. Liquidated Damages**

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

## **20. Settlement of Disputes**

- 1.42. 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.
- 1.43. 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.

- 1.44. 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.
- 1.45. 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.”
- 1.46. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

## **21. Liability of the Supplier**

- 1.47. 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
- 1.48. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **22. Force Majeure**

- 1.49. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier’s delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 1.50. 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.
- 1.51. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

## **23. Termination for Default**

- 1.52. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:
  - (w) 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;
  - (x) 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

(y) The Supplier fails to perform any other obligation under the Contract.

1.53. 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.

1.54. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

## **24. Termination for Insolvency**

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

## **25. Termination for Convenience**

1.55. 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.

1.56. 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:

(z) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or

(aa) 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.

1.57. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

## **26. Termination for Unlawful Acts**

1.58. 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:

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

## **27.Procedures for Termination of Contracts**

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

- (ff) 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;
- (gg) 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) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
  - (ii) the extent of termination, whether in whole or in part;
  - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
  - (iv) special instructions of the Procuring Entity, if any.
- (hh) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (ii) 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;
- (jj) 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;
- (kk) 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 termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (ll) 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

- (mm) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

## **28. Assignment of Rights**

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

## **29. Contract Amendment**

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

## **30. Application**

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

# **Section V**

## **Special Conditions of the Contract**

SUPPLY AND DELIVERY OF  
MEDICINES (Lot I) and MEDICAL, DENTAL AND LABORATORY SUPPLIES FOR PDL  
PATIENTS OF IP&PF FOR 1<sup>ST</sup> QUARTER 2020



# Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is <i>IWAHIG PRISON AND PENAL FARM</i>
1.1(i)	The Supplier is <i>[to be inserted at the time of contract award]</i> .
1.1(j)	<p>The Funding Source is The Government of the Philippines (GOP) through <i>GAA</i></p> <p><i>This project is undertaken through Early Procurement Activities (EPA)</i></p>
1.1(k)	The Project Site at IP&PF (Iwahig Prison & Penal Farm) , Bureau of Corrections, City of Puerto Princesa
5.1	<p>The Procuring Entity’s address for Notices is:</p> <p>CSUPT JULIO CAESAR B CAMACHO BAC Chairman Iwahig Prison and Penal Farm City of Puerto Princesa</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><b>Delivery and Documents –</b></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, state “The delivery terms applicable to the Contract are DDP delivered IP&amp;PF (Iwahig Prison and Penal Farm) , Bureau of Corrections, City of Puerto Princesa . In accordance with INCOTERMS.”</i></p> <p><i>For domestic Suppliers, state “The delivery terms applicable to this Contract are delivered at IP&amp;PF Hospital, Bureau of Corrections, City of Puerto Princesa 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"> <li>(i) Original and four copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount;</li> <li>(ii) Original and four copies delivery receipt detailing number and description of items received signed by the authorized receiving personnel;</li> <li>(iii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity’s representative at the Project Site; and</li> </ul> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Chief of Hospital, IP&amp;PF.</p> <p><b>Packaging –</b></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><b>Transportation –</b></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 Procuring Entity until their receipt and final acceptance at the final destination.</p>
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	“No further instructions”
10.4	“Not applicable
13.4(c)	“No further instructions”.
16.1	<p><b>Inspection and Test</b></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"> <li>1. Chairman of IAC (Inspection and Acceptance Committee</li> <li>2. Three (3) members of the IAC (Inspection and Acceptance Committee</li> <li>3. Representative from IP&amp;PF Hospital</li> </ol> <p>To be witnessed by:</p> <ol style="list-style-type: none"> <li>4. Superintendent’s Representative</li> <li>5. COA Representative</li> </ol> <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"> <li>1) The Goods shall undergo physical inspection by the Inspection Team of the PROCURING ENTITY to ascertain the physical condition and acceptability of the Goods.</li> </ol>
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**

**Bid Reference # IP&PF 2019-09**

SUPPLY AND DELIVERY OF MEDICINES (Lot I) and MEDICAL, DENTAL AND LABORATORY SUPPLIES FOR PDL PATIENTS OF IP&PF FOR 1<sup>ST</sup> QUARTER 2020

## Schedule of Requirement

Item No.	Quantity	Unit	Item Description	Delivery Period	Bidders Statement of Compliance
1	500	Tab	ACICLOVIR 400mg	15 days upon receipt of Notice to Proceed	
2	1000	Tab	ALLOPURINOL 100MG	15 days upon receipt of Notice to Proceed	
3	1000	Tab	AMBROXOL 30mg	15 days upon receipt of Notice to Proceed	
4	30	Amp	AMINOPHYLLINE	15 days upon receipt of Notice to Proceed	
5	5000	Cap	AMOXICILLIN 500MG	15 days upon receipt of Notice to Proceed	
6	2000	Tab	AMLODIPINE 5MG	15 days upon receipt of Notice to Proceed	
7	30	Amp	ATS 3,000 IU	15 days upon receipt of Notice to Proceed	
8	300	Tab	AZITHROMYCIN 500MG	15 days upon receipt of Notice to Proceed	
9	2000	PCS	BACILLUS CLAUSII	15 days upon receipt of Notice to Proceed	
10	1000	TAB	BETAHISTINE dihydrochloride 16mg	15 days upon receipt of Notice to Proceed	
11	60	Tube	BETAMETHASONE CREAM 5G	15 days upon receipt of Notice to Proceed	
12	2	PCS	BUDESONIDE TURBUHALER 200mcg	15 days upon receipt of Notice to Proceed	
13	100	Tab	BETAMETHASONE+LEVOCETIRIZINE DIHCI 1MG/5MG FILM-COATED TABLET	15 days upon receipt of Notice to Proceed	
14	1000	Tab	BISACODYL 5mg sugar-coated tablet	15 days upon receipt of Notice to Proceed	
15	1000	Tab	BROMHEXINE 8MG	15 days upon receipt of Notice to Proceed	
16	15000	TAB	Calcium Monohydrogen Phosphate-500mg + Calcium Ascorbate-150mg film-coated tablet	15 days upon receipt of Notice to Proceed	

17	500	Tab	CAPTOPRIL 25MG	15 days upon receipt of Notice to Proceed	
18	500	Tab	CARBAMAZEPINE 200MG	15 days upon receipt of Notice to Proceed	
19	100	cap	CEFIXIME 400MG OD CAPSULE	15 days upon receipt of Notice to Proceed	
20	1000	Cap	CELECOXIB 200MG	15 days upon receipt of Notice to Proceed	
21	2000	Tab	CEFUROXIME 500MG	15 days upon receipt of Notice to Proceed	
22	2000	Tab	CETIRIZINE 10MG	15 days upon receipt of Notice to Proceed	
23	2000	Tab	CHLORPHENAMINE MALEATE 4MG	15 days upon receipt of Notice to Proceed	
24	30	Amp	CHLORPHENAMINE MALEATE 4MG IM/IV	15 days upon receipt of Notice to Proceed	
25	2000	Tab	CHLORPROMAZINE 100MG	15 days upon receipt of Notice to Proceed	
26	2000	Tab	CIMETIDINE 200MG	15 days upon receipt of Notice to Proceed	
27	1000	Tab	CINNARIZINE 25MG	15 days upon receipt of Notice to Proceed	
28	1000	Tab	CIPROFLOXACIN 500MG	15 days upon receipt of Notice to Proceed	
29	36	Tube	Clotrimazole-10mg Anhydrous + Beclomethasone Dipropionate-250mcg cream	15 days upon receipt of Notice to Proceed	
30	24	Tube	CLOBETASOL PROPRIONATE CREAM 5G	15 days upon receipt of Notice to Proceed	
31	2000	Cap	CLOXACILLIN 500MG	15 days upon receipt of Notice to Proceed	
32	2000	Tab	CO-AMOXICLAV 625MG	15 days upon receipt of Notice to Proceed	
33	60	BOT	D5 WATER 1L	15 days upon receipt of Notice to Proceed	
34	60	BOT	D5LR 1L	15 days upon receipt of Notice to Proceed	
35	60	BOT	D5NM 1L	15 days upon receipt of Notice to Proceed	
36	60	BOT	0.9 NaCl 1L	15 days upon receipt of Notice to Proceed	

37	5000	tab	DICLOFENAC 50MG	15 days upon receipt of Notice to Proceed	
38	200	tab	DIGOXIN 250MCG	15 days upon receipt of Notice to Proceed	
39	1000	tab	DIOSMIN+ HESPERIDIN	15 days upon receipt of Notice to Proceed	
40	1000	CAP	DIPHENHYDRAMINE 50MG	15 days upon receipt of Notice to Proceed	
41	1000	tab	DOMPERIDONE 10MG	15 days upon receipt of Notice to Proceed	
42	6	CAN	Protein 15.9g, fat 14g, carbohydrate 57.4g FOS/inulin 4.3g, water 5g, Vit. A palmitate 450mcg-RE, Vitamin A 20mcg, Vit. D3 4.8mcg, Vit. E 7.9mg, Vit. K1 21mcg, Vit. C 54mg, folic acid 130mcg, Vit.B1 0.8mg, Vit.B2 0.8mg, Vit. B6 1mg, Vit. B12 1.5mcg, niacin 8.2mg, pantothenic acid 4.2mg, biotin 18mcg, choline 136mg, Na 360mg, K 670mg, Cl 550mg, Ca 450mg, phosphorus 270mg, mg 80mg, Fe 2.4mg, Zn 4.7mg, manganese 1.4mg, Copper 285mcg, iodine 64mcg, selenium 22 mcg, chromium 23 mcg, molybdenum 42mcg <b>PER 100g (400g)</b>	15 days upon receipt of Notice to Proceed	
43	6	TUBE	ERYTHROMYCIN OPHTHALMIC OINTMENT	15 days upon receipt of Notice to Proceed	
44	2000	CAP	ESOMEPRAZOLE 40mg	15 days upon receipt of Notice to Proceed	
45	1000	Tab	EPERISONE HYDROCHLORIDE 50 mg SUGAR COATED TABLET	15 days upon receipt of Notice to Proceed	
46	6000	CAP	DE-OILED ENRICHED PHOSPHOLIPIDS HARD CAPSULE	15 days upon receipt of Notice to Proceed	
47	5000	tab	ETHAMBUTOL 400mg	15 days upon receipt of Notice to Proceed	
48	10000	CAP	FERROUS FUMARATE 200mg THIAMINE 10mg PYRIDOXINE 5mg CYANOCOBALAMIN 25mcg L-LYSINE MONOHCi 300MG BUCLIZINE 25mg	15 days upon receipt of Notice to Proceed	
49	1000	tab	FINASTERIDE 5mg	15 days upon receipt of Notice to Proceed	
50	1000	tab	FUROSEMIDE 20mg	15 days upon receipt of Notice to Proceed	
51	500	CAP	GABAPENTIN 100MG	15 days upon receipt of Notice to Proceed	
52	200	tab	GLICLAZIDE 80MG	15 days upon receipt of Notice to Proceed	
53	100	tab	HYDROXYZINE 25MG	15 days upon receipt of	

				Notice to Proceed	
54	1000	tab	HYOSCINE 10mg sugar-coated tablet	15 days upon receipt of Notice to Proceed	
55	60	AMP	HYOSCINE IM/IV	15 days upon receipt of Notice to Proceed	
56	1	PC	INSULIN GLARGINE 3.49MG/ML	15 days upon receipt of Notice to Proceed	
57	1	PC	INSULIN GLULISINE 3.49mg/mL (100U/mL)x3mL solution for injection pre-filled pen	15 days upon receipt of Notice to Proceed	
58	48	BOT	IRRIGATING SOLUTION 1L	15 days upon receipt of Notice to Proceed	
59	500	tab	ISOSORBIDE-5-MONONITRATE 30mg	15 days upon receipt of Notice to Proceed	
60	500	tab	ISOSORBIDE-5-MONONITRATE 60mg	15 days upon receipt of Notice to Proceed	
61	200	Tab	IBUPROFEN ARGININE 400MG	15 days upon receipt of Notice to Proceed	
62	60	TUBE	KETOCONAZOLE CREAM 5G	15 days upon receipt of Notice to Proceed	
63	24	TUBE	KETOPROFEN 25MG/G (2.5%) GEL 30G	15 days upon receipt of Notice to Proceed	
64	9000	tab	MAGNESIUM SULFATE HEPTAHYDRATE 121.7mg ascorbic acid 66.67mg Lecithin 50mg Zinc Sulfate Heptahydrate 28.14mg Lysine 25mg Taurine 20mg L-Leucine 19mg L-Methionine 19mg Lycopene 16mg potassium chloride 14.3mg calcium pantothenate 10mg Histidine 7mg L-Isoleucine 7mg L-Phenylalanine 7mg L-valine 7mg L-threonine 5mg Cupric sulfate 3.93mg Vit. A 3.8mg Manganese Sulfate 3.69mg Vit. D3 2mg Thiamine 1.5 mg Pyridoxine 1.95mg Riboflavin 1.7mg Lutein 943mcg Folic acid 240mcg Biotin 150mcg Chromium 38.43mcg Selenium Yeast 31mcg Ammonium Molybdate 13.8mcg Cyanocobalamin 2mcg	15 days upon receipt of Notice to Proceed	
65	2000	cap	MEFENAMIC ACID 500mg	15 days upon receipt of Notice to Proceed	
66	30	Amp	METOCLOPRAMIDE IM/IV	15 days upon receipt of Notice to Proceed	
67	500	Tab	METOCLOPRAMIDE 10MG	15 days upon receipt of Notice to Proceed	
68	1000	tab	METOPROLOL 100MG	15 days upon receipt of Notice to Proceed	

69	500	tab	MONTELUKAST Na 10MG	15 days upon receipt of Notice to Proceed	
70	1000	tab	METRONIDAZOLE 500MG	15 days upon receipt of Notice to Proceed	
71	12	TUBE	MICONAZOLE ORAL GEL 2%	15 days upon receipt of Notice to Proceed	
72	120	tube	MUPIROCIN CREAM 5G	15 days upon receipt of Notice to Proceed	
73	5000	Cap	OMEPRAZOLE 40mg	15 days upon receipt of Notice to Proceed	
74	1000	tab	PARACETAMOL 500MG	15 days upon receipt of Notice to Proceed	
75	2000	cap	PARACETAMOL + PPA + DEXTROMETHORPHAN	15 days upon receipt of Notice to Proceed	
76	2000	tab	PARACETAMOL 500mg+ PHENYLEPHRINE 25mg + CHLORPHENAMINE MALEATE 2MG	15 days upon receipt of Notice to Proceed	
77	500	TAB	PARACETAMOL + TRAMADOL	15 days upon receipt of Notice to Proceed	
78	60	bot	PLAIN LR 1L	15 days upon receipt of Notice to Proceed	
79	200	Cap	PINENE 31mg, CAMPHENE 15mg, CINEOL 3mg, FENCHONE 4mg, BORNEOL 10mg, ANETHOL 4mg, OLIVE OIL 33mg CAPSULE	15 days upon receipt of Notice to Proceed	
80	60	bot	POLYMYXIN B SULFATE 10,000IU + DEXAMETHASONE SODIUM PHOSPHATE 1mg + NEOMYCIN SULFATE 3.5mg OTIC DROPS	15 days upon receipt of Notice to Proceed	
81	60	bot	POLYMYXIN B SULFATE 10,000IU + DEXAMETHASONE SODIUM PHOSPHATE 1mg + NEOMYCIN SULFATE 3.5mg OPHTHALMIC DROPS	15 days upon receipt of Notice to Proceed	
82	300	tab	POTASSIUM CHLORIDE	15 days upon receipt of Notice to Proceed	
83	300	tab	POTASSIUM CITRATE	15 days upon receipt of Notice to Proceed	
84	300	bot	PREDNISONE 5MG	15 days upon receipt of Notice to Proceed	
85	2000	tab	RANITIDINE 150mg	15 days upon receipt of Notice to Proceed	
86	6	Tube	POLYMYXIN B SULFATE 0.71mg+ BACITRACIN ZINC 10mg + NEOMYCIN SULFATE 5mg SKIN OINTMENT 3.5G	15 days upon receipt of Notice to Proceed	
87	2	Vial	Purified Chick Embryo Cell, Inactivated Rabies Virus	15 days upon receipt of Notice to Proceed	
88	180	tab	ROSUVASTATIN 20MG	15 days upon receipt of Notice to Proceed	



89	500	tab	Rebamipide 100mg	15 days upon receipt of Notice to Proceed	
90	2000	tab	SALBUTAMOL 2MG	15 days upon receipt of Notice to Proceed	
91	500	cap	SALBUTAMOL+ GUAIFENESIN	15 days upon receipt of Notice to Proceed	
92	700	PCS	SALBUTAMOL + IPRATROPUM NEBULE	15 days upon receipt of Notice to Proceed	
93	60	PC	SALMETEROL + FLUTICASONE 125mcg INHALER	15 days upon receipt of Notice to Proceed	
94	1000	dragee	Sambucus nigra L. Primula Veris L. & Primula elatior Rumex Crispus Verbena Officinalis Gentiana lutea	15 days upon receipt of Notice to Proceed	
95	2000	Tab	SAMBONG 500mg	15 days upon receipt of Notice to Proceed	
96	1000	cap	SILYBIN-PHOSPHATIDYLCHOLINE (1:2 RATIO) 120mg DI-Alpha-tocopheryl acetate 12 mg Thiamine Mononitrate 1.1mg Riboflavin 1.1mg Niacinamide 14mg Pyridoxine HCl 1.3mg Cyanocobalamin 2.4mcg Calcium Pantothenate 5.4mg Zinc 5mg	15 days upon receipt of Notice to Proceed	
97	6	TUBE	SILVER SULFADIAZINE CREAM	15 days upon receipt of Notice to Proceed	
98	200	Tab	SIMVASTATIN 10MG	15 days upon receipt of Notice to Proceed	
99	1000	tab	Sitagliptin Phosphate Monohydrate-64.25mg + Metformin Hydrochloride 500mg tablet	15 days upon receipt of Notice to Proceed	
100	12000	Tab	SODIUM ASCORBATE 500mg ZINC SULFATE MONOHYDRATE 27.5mg	15 days upon receipt of Notice to Proceed	
101	1000	Tab	SODIUM BICARBONATE 650MG	15 days upon receipt of Notice to Proceed	
102	2000	Tab	SPIRONOLACTONE 50mg	15 days upon receipt of Notice to Proceed	
103	900	Tab	TAMSULOSIN 200mcg	15 days upon receipt of Notice to Proceed	
104	1000	tab	TERBUTALINE 2.5MG	15 days upon receipt of Notice to Proceed	
105	30	Amp	TETANUS TOXOID	15 days upon receipt of Notice to Proceed	
106	60	Amp	TRANEXAMIC ACID 500MG IM/IV	15 days upon receipt of Notice to Proceed	
107	1000	cap	TRANEXAMIC 500MG	15 days upon receipt of Notice to Proceed	

108	1	Vial	ANTI-RABIES SERUM EQUINE	15 days upon receipt of Notice to Proceed	
109	14000	Tab	VIT. B1 500mg, VIT. B6 250mg, Vit. B12 1000mcg TABLET	15 days upon receipt of Notice to Proceed	
110	200	cap	VITAMIN A 50,000 IU	15 days upon receipt of Notice to Proceed	
111	5	Amp	VIT. B1, VIT. B2, VIT. B3, VIT. B6, ASCORBIC ACID, D-PANTHENOL, DEXTROSE SOLUTION FOR INJECTION 20mL AMPULE	15 days upon receipt of Notice to Proceed	
112	150	SACHET	ZINC OXIDE+CALAMINE 555.7mg/164.5MG 3.5G OINTMENT	15 days upon receipt of Notice to Proceed	
113	12000	tab	RIFAMPICIN 150MG ISONIAZID 75MG PYRAZINAMIDE 400MG ETHAMBUTOL HCl 275MG	15 days upon receipt of Notice to Proceed	
114	16000	tab	RIFAMPICIN 150MG ISONIAZID 75MG	15 days upon receipt of Notice to Proceed	

**SUPPLY AND DELIVERY OF  
MEDICAL, DENTAL AND LABORATORY SUPPLIES LOT II FOR PDL PATIENTS  
OF IP&PF FOR 1<sup>ST</sup> QUARTER 2020**

<b>Item No</b>	<b>Quantity</b>	<b>Unit</b>	<b>Item Description</b>	<b>Delivery Period</b>	<b>Bidders Statement of Compliance</b>
1	60	Bot	ALCOHOL 70% 500 ml	15 days upon receipt of Notice to Proceed	
2	48	bot	CHLOROX,GOOD QUALITY 500ml	15 days upon receipt of Notice to Proceed	
3	30	CAN	DISINFECTANT SPRAY 240g	15 days upon receipt of Notice to Proceed	
4	12	BOT	DISINFECTING SOLUTION 350ml	15 days upon receipt of Notice to Proceed	
5	100	pcs	DISPOSABLE DENTAL NEEDLE G.27, SHORT	15 days upon receipt of Notice to Proceed	
6	30	Pcs	DISPOSABLE SHAVER	15 days upon receipt of Notice to Proceed	
7	200	Pcs	DISPOSABLE SYRINGE 10cc	15 days upon receipt of Notice to Proceed	
8	500	pcs	DISPOSABLE SYRINGE 1cc	15 days upon receipt of Notice to Proceed	
9	1000	pcs	DISPOSABLE SYRINGE 3cc	15 days upon receipt of Notice to Proceed	
10	1000	pcs	DISPOSABLE SYRINGE 5cc	15 days upon receipt of Notice to Proceed	
11	36	pcs	FOLEY CATHETER FR. 16	15 days upon receipt of Notice to Proceed	
12	5	UNIT	GLUCOMETER W/ 100 STRIPS	15 days upon receipt of Notice to Proceed	
13	20	BOTS	HAND SOAP 500ML	15 days upon receipt of Notice to Proceed	
14	50	Pcs	I.V. CANNULA G.20	15 days upon receipt of Notice to Proceed	
15	30	CAN	INSECTICIDE SPRAY (WATERBASED) 500G	15 days upon receipt of Notice to Proceed	
16	20	BOTS	LIQUID SOAP 500ML	15 days upon receipt of Notice to Proceed	
17	100	Box	MASK 50's	15 days upon receipt of Notice to	

				Proceed	
18	120	pc	MICROPORE 1"	15 days upon receipt of Notice to Proceed	
19	20	BOT	MURIATIC ACID 500mL	15 days upon receipt of Notice to Proceed	
20	90	PCS	PAPER TOWEL, INTERFOLDED	15 days upon receipt of Notice to Proceed	
21	20	PCS	SURGICAL BLADE	15 days upon receipt of Notice to Proceed	
22	12	Pcs	suture, CHROMIC 2-0/3-0/4-0, curved cutting	15 days upon receipt of Notice to Proceed	
23	12	PCS	suture, SILK 2-0/3-0/4-0, curved cutting	15 days upon receipt of Notice to Proceed	
24	36	Pcs	THERMOMETER (DIGITAL)	15 days upon receipt of Notice to Proceed	
25	40	PCK	TISSUE PAPER 2PLY 12'S	15 days upon receipt of Notice to Proceed	
26	36	PCS	URINE BAG	15 days upon receipt of Notice to Proceed	
27	10	BOTS	WHITEFLOWER	15 days upon receipt of Notice to Proceed	
28	1000	Pcs	SANDO BAG (EXTRA LARGE, WHITE FOR MEDICINES)	15 days upon receipt of Notice to Proceed	
29	100	packs	PLASTIC BAG FOR MEDICINES, CLEAR, 2 1/2 X 4	15 days upon receipt of Notice to Proceed	
30	1000	PCS	PAPER BAG SIZE 3	15 days upon receipt of Notice to Proceed	
31	10	PCS	SCOTCH TAPE, CLEAR 1/2 INCH	15 days upon receipt of Notice to Proceed	
32	20	ROLL	ROLL BAG	15 days upon receipt of Notice to Proceed	
33	60	PCK	MULTI-PURPOSE COLORED PAPER 8.5"X13" (YELLOW, PINK, BLUE & ORANGE) FOR MEDICATION ENVELOPES	15 days upon receipt of Notice to Proceed	
34	10	Unit	BP APPARATUS	15 days upon receipt of Notice to Proceed	
35	20	PCS	LED BULB, 24 WATTS, (FOR GOOSENECK LAMP)	15 days upon receipt of Notice to Proceed	
36	36	Pcs	BATTERY, AA, HEAVY DUTY (FOR DIGITAL BP APPARATUS)	15 days upon receipt of Notice to Proceed	

37	36	PCS	BATTERY, AAA, HEAVY DUTY (FOR PULSE OXIMETER)	15 days upon receipt of Notice to Proceed	
38	6	PAIR	MINOR BANDAGE SCISSOR	15 days upon receipt of Notice to Proceed	
39	4	Unit	UTILITY CART 3 LAYER	15 days upon receipt of Notice to Proceed	
40	2	Unit	FOLDING BED, BATTLEFIELD BED STRETCHER	15 days upon receipt of Notice to Proceed	

# **Section VII**

## **Technical Bid Form**

**Bid Reference # IP&PF 2019-09**

## Technical Specifications

SUPPLY AND DELIVERY OF  
MEDICINES (Lot I) FOR PDL PATIENTS OF IP&PF FOR 1<sup>ST</sup> QUARTER 2020

Item No.	Quantity	Unit	Item Description	Bidders Statement of Compliance
1	500	Tab	ACICLOVIR 400mg	
2	1000	Tab	ALLOPURINOL 100MG	
3	1000	Tab	AMBROXOL 30mg	
4	30	Amp	AMINOPHYLLINE	
5	5000	Cap	AMOXICILLIN 500MG	
6	2000	Tab	AMLODIPINE 5MG	
7	30	Amp	ATS 3,000 IU	
8	300	Tab	AZITHROMYCIN 500MG	
9	2000	PCS	BACILLUS CLAUSII	
10	1000	TAB	BETAHISTINE dihydrochloride 16mg	
11	60	Tube	BETAMETHASONE CREAM 5G	
12	2	PCS	BUDESONIDE TURBUHALER 200mcg	
13	100	Tab	BETAMETHASONE+LEVOCETIRIZINE DIHCl 1MG/5MG FILM-COATED TABLET	
14	1000	Tab	BISACODYL 5mg sugar-coated tablet	
15	1000	Tab	BROMHEXINE 8MG	
16	15000	TAB	Calcium Monohydrogen Phosphate-500mg + Calcium Ascorbate-150mg film-coated tablet	
17	500	Tab	CAPTOPRIL 25MG	
18	500	Tab	CARBAMAZEPINE 200MG	
19	100	cap	CEFIXIME 400MG OD CAPSULE	
20	1000	Cap	CELECOXIB 200MG	
21	2000	Tab	CEFUROXIME 500MG	
22	2000	Tab	CETIRIZINE 10MG	
23	2000	Tab	CHLORPHENAMINE MALEATE 4MG	

24	30	Amp	CHLORPHENAMINE MALEATE 4MG IM/IV	
25	2000	Tab	CHLORPROMAZINE 100MG	
26	2000	Tab	CIMETIDINE 200MG	
27	1000	Tab	CINNARIZINE 25MG	
28	1000	Tab	CIPROFLOXACIN 500MG	
29	36	Tube	Clotrimazole-10mg Anhydrous + Beclomethasone Dipropionate-250mcg cream	
30	24	Tube	CLOBETASOL PROPRIONATE CREAM 5G	
31	2000	Cap	CLOXACILLIN 500MG	
32	2000	Tab	CO-AMOXICLAV 625MG	
33	60	BOT	D5 WATER 1L	
34	60	BOT	D5LR 1L	
35	60	BOT	D5NM 1L	
36	60	BOT	0.9 NaCl 1L	
37	5000	tab	DICLOFENAC 50MG	
38	200	tab	DIGOXIN 250MCG	
39	1000	tab	DIOSMIN+ HESPERIDIN	
40	1000	CAP	DIPHENHYDRAMINE 50MG	
41	1000	tab	DOMPERIDONE 10MG	
42	6	CAN	Protein 15.9g, fat 14g, carbohydrate 57.4g FOS/inulin 4.3g, water 5g, Vit. A palmitate 450mcg-RE, Vitamin A 20mcg, Vit. D3 4.8mcg, Vit. E 7.9mg, Vit. K1 21mcg, Vit. C 54mg, folic acid 130mcg, Vit.B1 0.8mg, Vit.B2 0.8mg, Vit. B6 1mg, Vit. B12 1.5mcg, niacin 8.2mg, pantothenic acid 4.2mg, biotin 18mcg, choline 136mg, Na 360mg, K 670mg, Cl 550mg, Ca 450mg, phosphorus 270mg, mg 80mg, Fe 2.4mg, Zn 4.7mg, manganese 1.4mg, Copper 285mcg, iodine 64mcg, selenium 22 mcg, chromium 23 mcg, molybdenum 42mcg <b>PER 100g (400g)</b>	
43	6	TUBE	ERYTHROMYCIN OPHTHALMIC OINTMENT	
44	2000	CAP	ESOMEPRAZOLE 40mg	
45	1000	Tab	EPERISONE HYDROCHLORIDE 50 mg SUGAR COATED TABLET	
46	6000	CAP	DE-OILED ENRICHED PHOSPHOLIPIDS HARD CAPSULE	



47	5000	tab	ETHAMBUTOL 400mg	
48	10000	CAP	FERROUS FUMARATE 200mg THIAMINE 10mg PYRIDOXINE 5mg CYANOCOBALAMIN 25mcg L-LYSINE MONOHC 300MG BUCLIZINE 25mg	
49	1000	tab	FINASTERIDE 5mg	
50	1000	tab	FUROSEMIDE 20mg	
51	500	CAP	GABAPENTIN 100MG	
52	200	tab	GLICLAZIDE 80MG	
53	100	tab	HYDROXYZINE 25MG	
54	1000	tab	HYOSCINE 10mg sugar-coated tablet	
55	60	AMP	HYOSCINE IM/IV	
56	1	PC	INSULIN GLARGINE 3.49MG/ML	
57	1	PC	INSULIN GLULISINE 3.49mg/mL (100U/mL)x3mL solution for injection pre-filled pen	
58	48	BOT	IRRIGATING SOLUTION 1L	
59	500	tab	ISOSORBIDE-5-MONONITRATE 30mg	
60	500	tab	ISOSORBIDE-5-MONONITRATE 60mg	
61	200	Tab	IBUPROFEN ARGININE 400MG	
62	60	TUBE	KETOCONAZOLE CREAM 5G	
63	24	TUBE	KETOPROFEN 25MG/G (2.5%) GEL 30G	
64	9000	tab	MAGNESIUM SULFATE HEPTAHYDRATE 121.7mg ascorbic acid 66.67mg Lecithin 50mg Zinc Sulfate Heptahydrate 28.14mg Lysine 25mg Taurine 20mg L-Leucine 19mg L-Methionine 19mg Lycopene 16mg potassium chloride 14.3mg calcium pantothenate 10mg Histidine 7mg L-Isoleucine 7mg L-Phenylalanine 7mg L-valine 7mg L-threonine 5mg Cupric sulfate 3.93mg Vit. A 3.8mg Manganese Sulfate 3.69mg Vit. D3 2mg Thiamine 1.5 mg Pyridoxine 1.95mg Riboflavin 1.7mg Lutein 943mcg Folic acid 240mcg Biotin 150mcg Chromium 38.43mcg Selenium Yeast 31mcg Ammonium Molybdate 13.8mcg Cyanocobalamin 2mcg	
65	2000	cap	MEFENAMIC ACID 500mg	
66	30	Amp	METOCLOPRAMIDE IM/IV	

67	500	Tab	METOCLOPRAMIDE 10MG	
68	1000	tab	METOPROLOL 100MG	
69	500	tab	MONTELUKAST Na 10MG	
70	1000	tab	METRONIDAZOLE 500MG	
71	12	TUBE	MICONAZOLE ORAL GEL 2%	
72	120	tube	MUPIROCIN CREAM 5G	
73	5000	Cap	OMEPRAZOLE 40mg	
74	1000	tab	PARACETAMOL 500MG	
75	2000	cap	PARACETAMOL + PPA + DEXTROMETHORPHAN	
76	2000	tab	PARACETAMOL 500mg+ PHENYLEPHRINE 25mg + CHLORPHENAMINE MALEATE 2MG	
77	500	TAB	PARACETAMOL + TRAMADOL	
78	60	bot	PLAIN LR 1L	
79	200	Cap	PINENE 31mg, CAMPHENE 15mg, CINEOL 3mg, FENCHONE 4mg, BORNEOL 10mg, ANETHOL 4mg, OLIVE OIL 33mg CAPSULE	
80	60	bot	POLYMYXIN B SULFATE 10,000IU + DEXAMETHASONE SODIUM PHOSPHATE 1mg + NEOMYCIN SULFATE 3.5mg OTIC DROPS	
81	60	bot	POLYMYXIN B SULFATE 10,000IU + DEXAMETHASONE SODIUM PHOSPHATE 1mg + NEOMYCIN SULFATE 3.5mg OPHTHALMIC DROPS	
82	300	tab	POTASSIUM CHLORIDE	
83	300	tab	POTASSIUM CITRATE	
84	300	bot	PREDNISON 5MG	
85	2000	tab	RANITIDINE 150mg	
86	6	Tube	POLYMYXIN B SULFATE 0.71mg+ BACITRACIN ZINC 10mg + NEOMYCIN SULFATE 5mg SKIN OINTMENT 3.5G	
87	2	Vial	Purified Chick Embryo Cell, Inactivated Rabies Virus	
88	180	tab	ROSUVASTATIN 20MG	
89	500	tab	Rebamipide 100mg	
90	2000	tab	SALBUTAMOL 2MG	
91	500	cap	SALBUTAMOL+ GUAIFENESIN	
92	700	PCS	SALBUTAMOL + IPRATROPUM NEBULE	

93	60	PC	SALMETEROL + FLUTICASONE 125mcg INHALER	
94	1000	dragee	Sambucus nigra L. Primula Veris L. & Primula elatior Rumex Crispus Verbena Officinalis Gentiana lutea	
95	2000	Tab	SAMBONG 500mg	
96	1000	cap	SILYBIN-PHOSPHATIDYLCHOLINE (1:2 RATIO) 120mg DI-Alpha-tocopheryl acetate 12 mg Thiamine Mononitrate 1.1mg Riboflavin 1.1mg Niacinamide 14mg Pyridoxine HCl 1.3mg Cyanocobalamin 2.4mcg Calcium Pantothenate 5.4mg Zinc 5mg	
97	6	TUBE	SILVER SULFADIAZINE CREAM	
98	200	Tab	SIMVASTATIN 10MG	
99	1000	tab	Sitagliptin Phosphate Monohydrate-64.25mg + Metformin Hydrochloride 500mg tablet	
100	12000	Tab	SODIUM ASCORBATE 500mg ZINC SULFATE MONOHYDRATE 27.5mg	
101	1000	Tab	SODIUM BICARBONATE 650MG	
102	2000	Tab	SPIRONOLACTONE 50mg	
103	900	Tab	TAMSULOSIN 200mcg	
104	1000	tab	TERBUTALINE 2.5MG	
105	30	Amp	TETANUS TOXOID	
106	60	Amp	TRANEXAMIC ACID 500MG IM/IV	
107	1000	cap	TRANEXAMIC 500MG	
108	1	Vial	ANTI-RABIES SERUM EQUINE	
109	14000	Tab	VIT. B1 500mg, VIT. B6 250mg, Vit. B12 1000mcg TABLET	
110	200	cap	VITAMIN A 50,000 IU	
111	5	Amp	VIT. B1, VIT. B2, VIT. B3, VIT. B6, ASCORBIC ACID, D-PANTHENOL, DEXTROSE SOLUTION FOR INJECTION 20mL AMPULE	
112	150	SACHET	ZINC OXIDE+CALAMINE 555.7mg/164.5MG 3.5G OINTMENT	
113	12000	tab	RIFAMPICIN 150MG ISONIAZID 75MG PYRAZINAMIDE 400MG ETHAMBUTOL HCl 275MG	
114	16000	tab	RIFAMPICIN 150MG ISONIAZID 75MG	

***Requirements:***

- a) Specify the brand name and packing of each item.
- b) Attached valid and authenticated Certificate of Product Registration (CPR) issued by Food and Drug Administration (FDA) for each item.
- c) Attached authenticated copy of certification from manufacturer that the bidder is authorized distributor, dealer or supplier of the products/items.
- d) Attached certificate of exclusive distributorship (if applicable).
- e) Expiration date of each item must not be less than 2 (two) years from date of acceptance.

Bidders statement of compliance on the above requirements:

---

Signature over Printed Name of Authorized Representative

**SUPPLY AND DELIVERY OF  
MEDICAL, DENTAL AND LABORATORY SUPPLIES FOR PDL PATIENTS OF IP&PF FOR 1<sup>ST</sup>  
QUARTER 2020 LOT II**

<b>Item No</b>	<b>Quantity</b>	<b>Item Description</b>	<b>Bidders Statement of Compliance</b>
1	60	ALCOHOL 70% 500 ml	
2	48	CHLOROX,GOOD QUALITY 500ml	
3	30	DISINFECTANT SPRAY 240g	
4	12	DISINFECTING SOLUTION 350ml	
5	100	DISPOSABLE DENTAL NEEDLE G.27, SHORT	
6	30	DISPOSABLE SHAVER	
7	200	DISPOSABLE SYRINGE 10cc	
8	500	DISPOSABLE SYRINGE 1cc	
9	1000	DISPOSABLE SYRINGE 3cc	
10	1000	DISPOSABLE SYRINGE 5cc	
11	36	FOLEY CATHETER FR. 16	
12	5	GLUCOMETER W/ 100 STRIPS	
13	20	HAND SOAP 500ML	
14	50	I.V. CANNULA G.20	
15	30	INSECTICIDE SPRAY (WATERBASED) 500G	
16	20	LIQUID SOAP 500ML	
17	100	MASK 50's	
18	120	MICROPORE 1"	
19	20	MURIATIC ACID 500mL	
20	90	PAPER TOWEL, INTERFOLDED	
21	20	SURGICAL BLADE	
22	12	suture, CHROMIC 2-0/3-0/4-0, curved cutting	
23	12	suture, SILK 2-0/3-0/4-0, curved cutting	
24	36	THERMOMETER (DIGITAL)	
25	40	TISSUE PAPER 2PLY 12'S	
26	36	URINE BAG	
27	10	WHITEFLOWER	
28	1000	SANDO BAG (EXTRA LARGE, WHITE FOR MEDICINES)	
29	100	PLASTIC BAG FOR MEDICINES, CLEAR, 2 1/2 X 4	
30	1000	PAPER BAG SIZE 3	
31	10	SCOTCH TAPE, CLEAR 1/2 INCH	
32	20	ROLL BAG	
33	60	MULTI-PURPOSE COLORED PAPER 8.5"X13" (YELLOW, PINK, BLUE & ORANGE) FOR MEDICATION ENVELOPES	
34	10	BP APPARATUS	
35	20	LED BULB, 24 WATTS, (FOR GOOSENECK LAMP)	

36	36	BATTERY, AA, HEAVY DUTY (FOR DIGITAL BP APPARATUS)	
37	36	BATTERY, AAA, HEAVY DUTY (FOR PULSE OXIMETER)	
38	6	MINOR BANDAGE SCISSOR	
39	4	UTILITY CART 3 LAYER	
40	2	FOLDING BED, BATTLEFIELD BED STRETCHER	

**Requirements:**

- a) Specify the brand name and packing of each item.
- b) Attached valid and authenticated Certificate of Product Registration (CPR) issued by Food and Drug Administration (FDA) for each item.
- c) Attached authenticated copy of certification from manufacturer that the bidder is authorized distributor, dealer or supplier of the products/items.
- d) Attached certificate of exclusive distributorship (if applicable).
- e) Expiration date of each item must not be less than 2 (two) years from date of acceptance.

Bidders statement of compliance on the above requirements:

\_\_\_\_\_  
Signature over Printed Name of Authorized Representative

# **Financial Bid Form**

**Bid Reference # IP&PF 2019-09**

# Bid Form

---

Date: \_\_\_\_\_

Invitation to Bid N°: \_\_\_\_\_

To: *[name and address of Procuring Entity]*

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

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

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

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

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

(if none, state "None")

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_



# **Financial Bid Form**

IWAHIG PRISON AND PENAL FARM

**TOTAL AMOUNT**

**Php**

*(figure)*

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**TOTAL BID PRICE INCLUSIVE OF VAT IN WORDS**

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**I/WE CERTIFY THAT THE STATEMENT TO THE FOREGOING  
FINANCIAL BID FORM IS TRUE AND CORRECT. OTHERWISE,  
IF FOUND TO BE FALSE EITHER DURING EVALUATION OR  
POST QUALIFICATION, THE SAME SHALL GIVE RISE TO  
AUTOMATIC DISQUALIFICATION OF OUR BID**

---

**Name of Company**

---

**Signature over Printed**

---

**Date**

**SUPPLY AND DELIVERY OF  
MEDICINES (Lot I) FOR PDL PATIENTS OF IP&PF FOR 1<sup>ST</sup> QUARTER 2020**

<b>Item No.</b>	<b>Quantity</b>	<b>Unit</b>	<b>Item Description</b>	<b>BRAND NAME</b>	<b>Name of Manufacturer</b>	<b>Country of Origin</b>	<b>Unit Price</b>	<b>TOTAL BID PRICE (Inclusive of VAT)</b>
1	500	Tab	ACICLOVIR 400mg					
2	1000	Tab	ALLOPURINOL 100MG					
3	1000	Tab	AMBROXOL 30mg					
4	30	Amp	AMINOPHYLLINE					
5	5000	Cap	AMOXCILLIN 500MG					
6	2000	Tab	AMLODIPINE 5MG					
7	30	Amp	ATS 3,000 IU					
8	300	Tab	AZITHROMYCIN 500MG					
9	2000	PCS	BACILLUS CLAUSII					
10	1000	TAB	BETAHISTINE dihydrochloride 16mg					
11	60	Tube	BETAMETHASONE CREAM 5G					
12	2	PCS	BUDESONIDE TURBUHALER 200mcg					
13	100	Tab	BETAMETHASONE+LE VOCETIRIZINE DIHCI 1MG/5MG FILM-COATED TABLET					
14	1000	Tab	BISACODYL 5mg sugar-coated tablet					
15	1000	Tab	BROMHEXINE 8MG					
16	15000	TAB	Calcium Monohydrogen Phosphate-500mg + Calcium Ascorbate-150mg film-coated tablet					
17	500	Tab	CAPTOPRIL 25MG					
18	500	Tab	CARBAMAZEPINE 200MG					
19	100	cap	CEFIXIME 400MG OD CAPSULE					
20	1000	Cap	CELECOXIB 200MG					
21	2000	Tab	CEFUROXIME 500MG					

22	2000	Tab	CETIRIZINE 10MG					
23	2000	Tab	CHLORPHENAMINE MALEATE 4MG					
24	30	Amp	CHLORPHENAMINE MALEATE 4MG IM/IV					
25	2000	Tab	CHLORPROMAZINE 100MG					
26	2000	Tab	CIMETIDINE 200MG					
27	1000	Tab	CINNARIZINE 25MG					
28	1000	Tab	CIPROFLOXACIN 500MG					
29	36	Tube	Clotrimazole-10mg Anhydrous + Beclomethasone Dipropionate-250mcg cream					
30	24	Tube	CLOBETASOL PROPRIONATE CREAM 5G					
31	2000	Cap	CLOXACILLIN 500MG					
32	2000	Tab	CO-AMOXICLAV 625MG					
33	60	BOT	D5 WATER 1L					
34	60	BOT	D5LR 1L					
35	60	BOT	D5NM 1L					
36	60	BOT	0.9 NaCl 1L					
37	5000	tab	DICLOFENAC 50MG					
38	200	tab	DIGOXIN 250MCG					
39	1000	tab	DIOSMIN+ HESPERIDIN					
40	1000	CAP	DIPHENHYDRAMINE 50MG					
41	1000	tab	DOMPERIDONE 10MG					
42	6	CAN	Protein 15.9g, fat 14g, carbohydrate 57.4g FOS/inulin 4.3g, water 5g, Vit. A palmitate 450mcg-RE, Vitamin A 20mcg, Vit. D3 4.8mcg, Vit. E 7.9mg, Vit. K1 21mcg, Vit. C 54mg, folic acid 130mcg, Vit.B1 0.8mg, Vit.B2 0.8mg, Vit. B6 1mg, Vit. B12 1.5mcg, niacin 8.2mg, pantothenic acid 4.2mg, biotin 18mcg, choline					

			136mg, Na 360mg, K 670mg, Cl 550mg, Ca 450mg, phosphorus 270mg, mg 80mg, Fe 2.4mg, Zn 4.7mg, manganese 1.4mg, Copper 285mcg, iodine 64mcg, selenium 22 mcg, chromium 23 mcg, molybdenum 42mcg <b>PER 100g (400g)</b>					
43	6	TUBE	ERYTHROMYCIN OPHTHALMIC OINTMENT					
44	2000	CAP	ESOMEPRAZOLE 40mg					
45	1000	Tab	EPERISONE HYDROCHLORIDE 50 mg SUGAR COATED TABLET					
46	6000	CAP	DE-OILED ENRICHED PHOSPHOLIPIDS HARD CAPSULE					
47	5000	tab	ETHAMBUTOL 400mg					
48	10000	CAP	FERROUS FUMARATE 200mg THIAMINE 10mg PYRIDOXINE 5mg CYANOCOBALAMIN 25mcg L-LYSINE MONOHCi 300MG BUCLIZINE 25mg					
49	1000	tab	FINASTERIDE 5mg					
50	1000	tab	FUROSEMIDE 20mg					
51	500	CAP	GABAPENTIN 100MG					
52	200	tab	GLICLAZIDE 80MG					
53	100	tab	HYDROXYZINE 25MG					
54	1000	tab	HYOSCINE 10mg sugar-coated tablet					
55	60	AMP	HYOSCINE IM/IV					
56	1	PC	INSULIN GLARGINE 3.49MG/ML					
57	1	PC	INSULIN GLULISINE 3.49mg/mL (100U/mL)x3mL solution for injection pre-filled pen					
58	48	BOT	IRRIGATING SOLUTION 1L					
59	500	tab	ISOSORBIDE-5-MONONITRATE 30mg					
60	500	tab	ISOSORBIDE-5-MONONITRATE 60mg					

61	200	Tab	IBUPROFEN ARGININE 400MG				
62	60	TUBE	KETOCONAZOLE CREAM 5G				
63	24	TUBE	KETOPROFEN 25MG/G (2.5%) GEL 30G				
64	9000	tab	MAGNESIUM SULFATE HEPTAHYDRATE 121.7mg ascorbic acid 66.67mg Lecithin 50mg Zinc Sulfate Heptahydrate 28.14mg Lysine 25mg Taurine 20mg L-Leucine 19mg L- Methionine 19mg Lycopene 16mg potassium chloride 14.3mg calcium pantothenate 10mg Histidine 7mg L-Isoleucine 7mg L-Phenylalanine 7mg L-valine 7mg L-threonine 5mg Cupric sulfat 3.93mg Vit. A 3.8mg Manganese Sulfate 3.69mg Vit. D3 2mg Thiamine 1.5 mg Pyridoxine 1.95mg Riboflavin 1.7mg Lutein 943mcg Folic acid 240mcg Biotin 150mcg Chromium 38.43mcg Selenium Yeast 31mcg Ammonium Molybdate 13.8mcg Cyanocobalamin 2mcg				
65	2000	cap	MEFENAMIC ACID 500mg				
66	30	Amp	METOCLOPRAMIDE IM/IV				
67	500	Tab	METOCLOPRAMIDE 10MG				
68	1000	tab	METOPROLOL 100MG				
69	500	tab	MONTELUKAST Na 10MG				
70	1000	tab	METRONIDAZOLE 500MG				
71	12	TUBE	MICONAZOLE ORAL GEL 2%				
72	120	tube	MUPIROCIN CREAM 5G				
73	5000	Cap	OMEPRAZOLE 40mg				
74	1000	tab	PARACETAMOL 500MG				
75	2000	cap	PARACETAMOL + PPA + DEXTROMETHORPHAN				
76	2000	tab	PARACETAMOL 500mg+ PHENYLEPHRINE 25mg + CHLORPHENAMINE				

			MALEATE 2MG					
77	500	TAB	PARACETAMOL + TRAMADOL					
78	60	bot	PLAIN LR 1L					
79	200	Cap	PINENE 31mg, CAMPHENE 15mg, CINEOL 3mg, FENCHONE 4mg, BORNEOL 10mg, ANETHOL 4mg, OLIVE OIL 33mg CAPSULE					
80	60	bot	POLYMYXIN B SULFATE 10,000IU + DEXAMETHASONE SODIUM PHOSPHATE 1mg + NEOMYCIN SULFATE 3.5mg OTIC DROPS					
81	60	bot	POLYMYXIN B SULFATE 10,000IU + DEXAMETHASONE SODIUM PHOSPHATE 1mg + NEOMYCIN SULFATE 3.5mg OPHTHALMIC DROPS					
82	300	tab	POTASSIUM CHLORIDE					
83	300	tab	POTASSIUM CITRATE					
84	300	bot	PREDNISONE 5MG					
85	2000	tab	RANITIDINE 150mg					
86	6	Tube	POLYMYXIN B SULFATE 0.71mg+ BACITRACIN ZINC 10mg + NEOMYCIN SULFATE 5mg SKIN OINTMENT 3.5G					
87	2	Vial	Purified Chick Embryo Cell, Inactivated Rabies Virus					
88	180	tab	ROSUVASTATIN 20MG					
89	500	tab	Rebamipide 100mg					
90	2000	tab	SALBUTAMOL 2MG					
91	500	cap	SALBUTAMOL+ GUAIFENESIN					
92	700	PCS	SALBUTAMOL + IPRATROPUM NEBULE					
93	60	PC	SALMETEROL + FLUTICASONE 125mcg INHALER					
94	1000	dragee	Sambucus nigra L. Primula Veris L. & Primula elatior Rumex					

			Crispus Verbena Officinalis Gentiana lutea					
95	2000	Tab	SAMBONG 500mg					
96	1000	cap	SILYBIN- PHOSPHATIDYLCHOLI NE (1:2 RATIO) 120mg DI-Alpha-tocopheryl acetate 12 mg Thiamine Mononitrate 1.1mg Riboflavin 1.1mg Niacinamide 14mg Pyridoxine HCl 1.3mg Cyanocobalamin 2.4mcg Calcium Pantothenate 5.4mg Zinc 5mg					
97	6	TUBE	SILVER SULFADIAZINE CREAM					
98	200	Tab	SIMVASTATIN 10MG					
99	1000	tab	Sitagliptin Phosphate Monohydrate-64.25mg + Metformin Hydrochloride 500mg tablet					
100	12000	Tab	SODIUM ASCORBATE 500mg ZINC SULFATE MONOHYDRATE 27.5mg					
101	1000	Tab	SODIUM BICARBONATE 650MG					
102	2000	Tab	SPIRONOLACTONE 50mg					
103	900	Tab	TAMSULOSIN 200mcg					
104	1000	tab	TERBUTALINE 2.5MG					
105	30	Amp	TETANUS TOXOID					
106	60	Amp	TRANEXAMIC ACID 500MG IM/IV					
107	1000	cap	TRANEXAMIC 500MG					
108	1	Vial	ANTI-RABIES SERUM EQUINE					
109	14000	Tab	VIT. B1 500mg, VIT. B6 250mg, Vit. B12 1000mcg TABLET					
110	200	cap	VITAMIN A 50,000 IU					
111	5	Amp	VIT. B1, VIT. B2, VIT. B3, VIT. B6, ASCORBIC ACID, D-PANTHENOL, DEXTROSE SOLUTION FOR INJECTION 20mL AMPULE					
112	150	SACHET	ZINC OXIDE+CALAMINE 555.7mg/164.5MG 3.5G OINTMENT					

113	12000	tab	RIFAMPICIN 150MG ISONIAZID 75MG PYRAZINAMIDE 400MG ETHAMBUTOL HCl 275MG					
114	16000	tab	RIFAMPICIN 150MG ISONIAZID 75MG					

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

**SUPPLY AND DELIVERY OF  
MEDICAL, DENTAL AND LABORATORY SUPPLIES LOT II FOR PDL PATIENTS  
OF IP&PF FOR 1<sup>ST</sup> QUARTER 2020**

Item No	Quantity	Unit	Item Description	BRAND NAME	Name of Manufacturer	Country of Origin	Unit Price	TOTAL BID PRICE (Inclusive of VAT)
1	60	Bot	ALCOHOL 70% 500 ml					
2	48	bot	CHLOROX, GOOD QUALITY 500ml					
3	30	CAN	DISINFECTANT SPRAY 240g					
4	12	BOT	DISINFECTING SOLUTION 350ml					
5	100	pcs	DISPOSABLE DENTAL NEEDLE G.27, SHORT					
6	30	Pcs	DISPOSABLE SHAVER					
7	200	Pcs	DISPOSABLE SYRINGE 10cc					
8	500	pcs	DISPOSABLE SYRINGE 1cc					
9	1000	pcs	DISPOSABLE SYRINGE 3cc					
10	1000	pcs	DISPOSABLE SYRINGE 5cc					
11	36	pcs	FOLEY CATHETER FR. 16					
12	5	UNIT	GLUCOMETER W/ 100 STRIPS					



13	20	BOTS	HAND SOAP 500ML					
14	50	Pcs	I.V. CANNULA G.20					
15	30	CAN	INSECTICIDE SPRAY (WATERBASED) 500G					
16	20	BOTS	LIQUID SOAP 500ML					
17	100	Box	MASK 50's					
18	120	pc	MICROPORE 1"					
19	20	BOT	MURIATIC ACID 500mL					
20	90	PCS	PAPER TOWEL, INTERFOLDED					
21	20	PCS	SURGICAL BLADE					
22	12	Pcs	suture, CHROMIC 2-0/3- 0/4-0, curved cutting					
23	12	PCS	suture, SILK 2-0/3-0/4-0, curved cutting					
24	36	Pcs	THERMOMETER (DIGITAL)					
25	40	PCK	TISSUE PAPER 2PLY 12'S					
26	36	PCS	URINE BAG					
27	10	BOTS	WHITEFLOWER					
28	1000	Pcs	SANDO BAG (EXTRA LARGE, WHITE FOR MEDICINES)					
29	100	packs	PLASTIC BAG FOR MEDICINES, CLEAR, 2 1/2 X 4					
30	1000	PCS	PAPER BAG SIZE 3					
31	10	PCS	SCOTCH TAPE, CLEAR 1/2 INCH					
32	20	ROLL	ROLL BAG					
33	60	PCK	MULTI-PURPOSE COLORED PAPER 8.5"X13" (YELLOW, PINK, BLUE & ORANGE) FOR MEDICATION ENVELOPES					
34	10	Unit	BP APPARATUS					
35	20	PCS	LED BULB, 24 WATTS, (FOR GOOSENECK LAMP)					
36	36	Pcs	BATTERY, AA, HEAVY DUTY (FOR DIGITAL BP APPARATUS)					
37	36	PCS	BATTERY, AAA, HEAVY DUTY (FOR PULSE OXIMETER)					
38	6	PAIR	MINOR BANDAGE SCISSOR					
39	4	Unit	UTILITY CART 3 LAYER					
40	2	Unit	FOLDING BED, BATTLEFIELD BED STRETCHER					

**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

---

Statement of ongoing government & private contracts

COMPANY LETTERHEAD

SUPPLY AND DELIVERY OF  
 MEDICINES (Lot I) and MEDICAL, DENTAL AND LABORATORY SUPPLIES  
 LOT II FOR PDL PATIENTS OF IP&PF FOR 1<sup>ST</sup> QUARTER 2020

Statement of all its ongoing government and or private contracts within the last two (2) years, including contracts 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

CERTIFIED CORRECT:

\_\_\_\_\_  
 Name and Signature of Authorized Representative

\_\_\_\_\_  
 Position

\_\_\_\_\_  
 Date

## Statement of ongoing government &amp; private contracts

## COMPANY LETTERHEAD

SUPPLY AND DELIVERY OF  
 MEDICINES (Lot I) and MEDICAL, DENTAL AND LABORATORY SUPPLIES  
 LOT II FOR PDL PATIENTS OF IP&PF FOR 1<sup>ST</sup> QUARTER 2020

Statement of all its ongoing government and or private contracts within the last two (2) years, including contracts 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

CERTIFIED CORRECT:

\_\_\_\_\_  
 Name and Signature of Authorized Representative

\_\_\_\_\_  
 Position

\_\_\_\_\_  
 Date

Statement of Single Largest Completed Contract

Annex "B"

COMPANY LETTERHEAD

SUPPLY AND DELIVERY OF  
 MEDICINES (Lot I) and MEDICAL, DENTAL AND LABORATORY SUPPLIES LOT II  
 FOR PDL PATIENTS OF IP&PF FOR 1<sup>ST</sup> QUARTER 2020

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 twenty-five percent (25%) of the Approved Budget of the Contract (ABC)

Name of client	Name of Contract	Date of contract	Kind of Goods	Value of contract	Date of completion	Official Receipt No. & date or End user's Acceptance Date (Attached Copy)

CERTIFIED CORRECT:

\_\_\_\_\_  
 Name and Signature of Authorized Representative

\_\_\_\_\_  
 Position

\_\_\_\_\_  
 Date

Statement of Single Largest Completed Contract

Annex "B"

COMPANY LETTERHEAD

SUPPLY AND DELIVERY OF  
 MEDICINES (Lot I) and MEDICAL, DENTAL AND LABORATORY SUPPLIES LOT II  
 FOR PDL PATIENTS OF IP&PF FOR 1<sup>ST</sup> QUARTER 2020

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 twenty-five percent (25%) of the Approved Budget of the Contract (ABC)

Name of client	Name of Contract	Date of contract	Kind of Goods	Value of contract	Date of completion	Official Receipt No. & date or End user's Acceptance Date (Attached Copy)

CERTIFIED CORRECT:

\_\_\_\_\_  
 Name and Signature of Authorized Representative

\_\_\_\_\_  
 Position

\_\_\_\_\_  
 Date

COMPANY LETTERHEAD

Certificate of Net Financial Contracting Capacity

(Please show figures at how you arrived at the NFCC)

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: (Please show computation of NFCC)

$$NFCC = (CA-CL) (15) - C$$

Where:

CA = Current Assets

CL = Current Liabilities

C = value of all outstanding or uncompleted portions of the Projects under going contracts, including awarded contracts Yet to be started coinciding with the contract for this Project

NOTE:

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

Issued this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ 17

\_\_\_\_\_  
Name and Signature of Authorized Representative

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

COMPANY LETTERHEAD

Annex "D"

SUPPLY AND DELIVERY OF MEDICINES (Lot I) and MEDICAL, DENTAL AND LABORATORY SUPPLIES LOT II FOR PDL PATIENTS OF IP&PF FOR 1<sup>ST</sup> QUARTER 2020

Joint Venture Agreement

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 Iwahig Prison and Penal Farm, PPC, pursuant to Section 23.1 (b) of the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Table with 2 columns and 3 rows: Bid Reference No., Name/Title of Procurement Project, Approved Budget for the Contract

WITNESSETH That:

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

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 IP&PF under the provisions of R.A. 9184 and its Revised IRR, without any liability on the part of IP&PF. 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.

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COMPANY LETTERHEAD

Annex "E"

Republic of the Philippines)

City of \_\_\_\_\_ ) s.s.

X----- X

Bid Securing Declaration

Invitation to Bid/Request for Expression of Interest: Bid Reference No. 2019-09

I/We, the undersigned, declared that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I 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/We understand that this bid-securing declaration shall cease to be valid on the following circumstances:
  - (a) Upon expiration of the bid validity period, or any 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 \_\_\_\_\_.

(Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE)

(Insert signatory's legal capacity) Affiant

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

Witness my hand and seal this \_\_\_\_\_ day of (month) (year).

NAME OF NOTARY PUBLIC

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ , (date issued), (place issued)

IBP No. \_\_\_\_\_ , (date issued), (place issued)

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OMNIBUS SWORN STATEMENT

REPUBLIC OF THE PHILIPPINES )
CITY/MUNICIPALITY OF \_\_\_\_\_) S.S

AFFIDAVIT

I/We, \_\_\_\_\_, of legal age, with residence at \_\_\_\_\_, after having been duly sworn to in accordance with law and in Data Sheet for the bidding of the \_\_\_\_\_, do hereby certify under oath as follows:

(a)

AUTHORITY OF THE DESIGNATED REPRESENTATIVE

(Please check appropriate box and fill up blanks)

[ ] Sole Proprietorship

That I am the sole proprietorship of company name/name of bidder with business address at \_\_\_\_\_; Telephone No. \_\_\_\_\_, and such, I have the full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding.

Name: \_\_\_\_\_
Title: \_\_\_\_\_
Specimen Signature: \_\_\_\_\_

Note: Please attach a Special Power of Attorney, if not the Sole Proprietorship/Owner.

[ ] Corporation, Partnership, Cooperative

That I/We am/are the duly authorized representative/s of company name located at \_\_\_\_\_, with Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_ and e-mail address, \_\_\_\_\_,

as shown in the attached Secretary's Certificate issued by the corporation or the members of the joint venture, and granted full power and authority to execute and perform any and all acts necessary and/or to represent our company in the abovementioned bidding ,including signing all bid documents and other related documents such as the contracts.

1) Name: \_\_\_\_\_
Title: \_\_\_\_\_
Specimen Signature: \_\_\_\_\_

2) Name: \_\_\_\_\_
Title: \_\_\_\_\_
Specimen Signature: \_\_\_\_\_

Note: Please attach duly executed Secretary's Certificate

(b)

**NON-INCLUSION IN THE BLACKLIST BY ANY AGENCY OR GOVERNMENT  
INSTRUMENTALITY NOR UNDER SUSPENSION STATUS WITH IWAHIG PRISON & PENAL  
FARM**

That the firm I/We represent is not currently blacklisted or barred from bidding by any government office/agency/corporation or Local Government Unit nor under suspension with Iwahig Prison and Penal Farm (IP&PF)

(c)

**AUTHENTICITY OF SUBMITTED DOCUMENTS**

That all the certified true copies of documents submitted by our company are true and faithful reproductions or copies of the originals and all the contents/information contained therein are true, correct and unaltered.

(d)

**AUTHORITY TO VALIDATE SUBMITTED DOCUMENTS**

**THE BIDS & AWARDS COMMITTEE  
IWAHIG PRISON AND PENAL FARM**

SUPPLY AND DELIVERY OF  
MEDICINES (Lot I) and MEDICAL, DENTAL AND LABORATORY SUPPLIES LOT II FOR PDL PATIENTS OF  
IP&PF FOR 1<sup>ST</sup> QUARTER 2020

The undersigned duly authorized representative of the Applicant, for and in behalf of the Applicant, hereby submits this Letter of Authorization in relation with Application to apply for Eligibility and to Bid for the subject contract to Bid.

In connection thereat, all public official, engineer, architect, surety company, bank institution or other person, company or corporation named in the eligibility documents and statements are hereby requested and authorized to furnish the Chairman, IP&PF Bids & Awards Committee or her duly authorized representative/s any information necessary to verify the correctness and authenticity of any item stated in the said documents and statements regarding our competence and general reputation.

I/We hereby give consent and give authority to the Chairman of **IP&PF Bids and Awards Committee** or her duly authorized representative, to verify the authenticity and correctness, of any or all of the documents and statements submitted herein; and that I/we hereby hold myself liable, criminally or civilly, for any misrepresentation or false statements made there in which shall be ground for outright disqualification and/or ineligibility, and inclusion of my/our company among the contractors blacklisted from participating in future biddings of **Iwahig Prison and Penal Farm**.

(e)

**DISCLOSURE OF RELATIONS**

That for and in behalf of the Bidder, I/We hereby declare that:

if the bidder is an individual or a sole proprietorship to the bidder's itself

if the bidder is a partnership, to all its officers and members;

if the bidder is a corporation, to all its officers, directors, and controlling stockholders,

if the bidder is a JV, to all its partners and members

are not related by consanguinity or affinity up to the third civil degree with the members of the **BIDS AND AWARD COMMITTEE, Officers or Employees** having direct access to information that may substantially affect the result of the bidding such as, but not limited to, the **members of the BAC, the members of the TWG the IP&PF BAC Secretariat** and the **end-user/proponent**. It is fully understood that the existence of the aforesaid relation by consanguinity or affinity of the Bidder with the aforementioned Officers of the Corporation shall automatically disqualify the Bid.

(f)

**COMPLIANCE WITH EXISTING LABOR LAWS AND STANDARDS**

That our company diligently abides and complies with existing labor laws and standards.

(g)

**BIDDER’S RESPONSIBILITIES**

1. That I/we have taken steps to carefully examine all of the bidding documents;
2. That I/we acknowledge all conditions, local or otherwise affecting the implementation of the contract
3. That I/we made an estimate of the facilities available and needed for the contract to be bid, if any;
4. That I/we will inquire or secure Supplemental/Bid Bulletins issued for this project;
5. That the submission of all bidding requirements shall be regarded as acceptance of all conditions of bidding and all requirements of authorities responsible for certifying compliance of the contract;
6. That I have complied with our responsibility as provided for in the bidding documents and all Supplemental/ Bid Bulletins;
7. That failure to observe any of the above responsibilities shall be at my own risk and
8. That I agree to be bound by the terms and conditions stated in the Conditions of the Contract for this project.

(h)

Did not pay any form of consideration

1. That I/We did not give or pay directly or indirectly any commission, amount, fee or any form of consideration pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
**Signatory**

**Bidder’s Representative /Authorized**

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.

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## CHECKLIST OF DOCUMENTS FOR BIDDERS

### Supply and Delivery of Medicines and Medical & Dental Supplies for Persons Deprived of Liberty Patients for 1<sup>st</sup> Quarter 2020

APPROVED BUDGET FOR THE CONTRACT:

**Lot I – 3, 916,000.00**

**Lot II - 269,000.00**

PARTICULARS	PASS	FAILED
The Bidder shall submit the following Eligibility Technical Documents, <b><u>arranged, numbered and tabbed</u></b> as enumerated below.		
<i>Procurement of Expendable Supplies:</i> The Bidder must have completed, two (2) years from the deadline of submission and receipt of bids, a single contract that is similar to this Project, equivalent to at least twenty five percent (25%) of the ABC.		
Each Bidder shall submit the following in <i>one (1)</i> big envelope duly labeled containing two sets of envelopes: <p style="text-align: center;"><b>First envelope</b> must contain four (4) copies of Eligibility and Technical Documents duly marked as “<b>Copy 1</b>”, “<b>Copy 2</b>”, “<b>Copy 3</b>” <b>and Copy 4</b>”</p> <p style="text-align: center;"><b>Second Envelope</b></p> The bidder shall submit the complete and signed Financial Bid Form inclusive of VAT duly marked as “ <b>Copy 1</b> ”, “ <b>Copy 2</b> ”, “ <b>Copy 3</b> ” and “ <b>Copy 4</b> ”                     All envelopes and folders must be labeled as specify in <b>BDS 20.4</b>		
<b><u>(a) Eligibility Documents</u></b> A <b>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)</b>		
<u>Documents required as Certified True Copy shall be stamped with Certified True copy and signed by the Authorized representative</u>		
<b>CLASS “A” DOCUMENTS</b>		
<ol style="list-style-type: none"> <li><b>a. Certified True copy of valid and current</b> Business/Mayor’s Permit issued by the city or municipality where the principal place of business of the prospective bidder is located.</li> <li><b>b. Certified True Copy of valid and current</b> 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</li> <li><b>c. Valid Tax Clearance</b> per Executive order 398, series of 2005, as finally reviewed and approved by the BIR</li> </ol>		
2) 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. <b><u>(ANNEX “A”)</u></b>		

<p>3) Statement of at least one (1) completed single similar to the project 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 (<b>ANNEX “B”</b>)</p> <p><b>The following documents must be attached to ANNEX “B”</b></p> <p>➤ <i>Certificate of end-user’s acceptance (EUA) or Acceptance Report or official receipt (OR) or collection receipt (CR) or sales invoice (SI) issued for the contract, if completed.</i></p>		
<p>4) <b>Certified True Copy of Audited Financial Statements</b>, stamped “received” by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the calendar year, which should not be earlier than two (2) years from bid submission; which must include the following statements:</p> <ul style="list-style-type: none"> <li>a.) Independent Auditors Report</li> <li>b.) Balance Sheet (Statement of Financial Position); and</li> <li>c.) Income Statement (Statement of comprehensive Income)</li> <li>d.) Notes to Financial Statement</li> <li>e.) Cash Flow</li> </ul>		
<p>5) <b>NFCC computation per Annex “C”, Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:</b></p> <p>The NFCC, computed using the following formula, must be at least equal to the ABC to be bid:  <math display="block">NFCC = [(Current\ assets\ minus\ current\ liabilities)\ (15)\ minus\ the\ value\ of\ all\ outstanding\ or\ uncompleted\ portions\ of\ the\ projects\ under\ ongoing\ contracts,\ including\ awarded\ contracts\ yet\ to\ be\ started\ coinciding\ with\ the\ contract\ to\ be\ bid.]</math></p> <p>The values of the domestic bidder’s current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR. For purposes of computing the foreign bidder’s NFCC, the value of the current asset and current liabilities shall be bases on their Audited Financial Statements prepared in accordance with international financial reporting standards.</p> <p>The values of the bidder’s current assets and current liabilities shall be based on the data submitted to the BIR, through its Electronic Filing and Payment System (EFPS). (PER GPPB Resolution No. 20-2013, July 13, 2013)</p>		
<b>CLASS “B” DOCUMENTS (JOINT VENTURE)</b>		
<p>6) 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 (<b>ANNEX D</b>)</p> <p>1.) 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)</p> <p>2.) 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>		

TECHNICAL DOCUMENTS		
<p>7) The Bidder has the option to post Bid Securing Declaration (Annex E) or any other form in accordance with the following (GPPB Resolution #01-2014) in the form, amount in accordance with ITB Clause 18.</p> <ul style="list-style-type: none"> <li>❖ Cash or cashier's/manager's check issued by a Universal or Commercial equivalent to <b>two percent (2%) of the ABC.</b></li> <li>❖ Surety bond equivalent to <b>five percent (5%) of the ABC</b>, and it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments</li> </ul>		
<p><b>7.1) Bid Securing declaration must be duly notarized in accordance to Notarial Law 2014 (copy of competent proof of identity presented during the notarization must be attached) (Annex E).</b></p>		
<p><b>7.2) Should the bidder opt to submit a Surety Bond as other form of Bid Security it must specify the additional grounds for forfeiture of bid security as stated in Section III, Clause 18, to wit:</b></p>		
<p>1.) withdraws its bid during the period of bid validity specified in <b>ITB</b> Clause17;</p>		
<p>2.) does not accept the correction of errors pursuant to <b>ITB</b> Clause 18.3(b);</p>		
<p>3.) fails to submit the requirements within the prescribed period or a finding against their veracity as stated in <b>ITB</b> Clause 29.2;</p>		
<p>4.) submission of eligibility requirements containing false information or falsified documents;</p>		
<p>5.) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in to influence the outcome of eligibility screening or any other stage of the public bidding;</p>		
<p>6.) allowing the use of one's name, or using the name of another for the purposes of public bidding;</p>		
<p>7.) 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;</p>		
<p>8.) refusal or failure to post the required performance security within the prescribed time;</p>		
<p>9.) 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;</p>		
<p>10.) any documented attempt by a bidder to unduly influence the outcome of the bidding in his favor;</p>		
<p>11.) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or</p>		
<p>12.) 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><b>or if the successful Bidder</b></p> <ul style="list-style-type: none"> <li>1.) fails to sign the contract in accordance with <b>ITB</b> Clause32; or</li> <li>2.) fails to furnish performance security in accordance with <b>ITB Clause 33</b></li> </ul>		
<p>8). Duly conformed Schedule of Requirements (Section VI) <b>Annex "F"</b> and conformed Technical Specifications (Section VII) <b>ANNEX "G"</b></p> <p><b>. The following documents are required to be attached in the Technical Specifications;</b></p> <ul style="list-style-type: none"> <li>- Valid, current and authenticated CPR (Certificate of Product Registration) issued by FDA (Food and Drug Administration) for each item/s to be bid;</li> </ul>		



<ul style="list-style-type: none"> <li>- License to operate</li> <li>- Valid, current and authenticated Certificate of exclusive Distributorship if applicable for the items to be bid;</li> <li>- Valid, current and authenticated copy of certification from the manufacturer that the supplier is authorized distributor or dealer of that particular products/items.</li> <li>-</li> </ul> <p>Note: CPR's should be arranged per item number</p>		
<p><b>9) Duly Notarized Omnibus Sworn Statement in accordance with Section 25.2 (a) (iv) of the IRR of RA 9184 and using the form attached hereto as ANNEX "H" (copy of competent proof of identity presented during the notarization must be attached)</b></p>		
<p>a.) Certified true copy of Proof of Authority of the designated representative/s for purposes of this bidding.</p>		
<p>b.) <i>Duly notarized Special Power of Attorney</i> – For sole proprietorship if owner opts to designate a representative/s .( copy of competent proof of identity presented during the notarization must be attached);</p>		
<p>c.) <i>Duly notarized Secretary's Certificate</i>- evidencing the authority of the designated representative/s issued by the corporation, cooperative or the members of the joint venture. .( copy of competent proof of identity presented during the notarization must be attached);</p>		
<p>d.) Provided that in the case of unincorporated joint venture, each member shall submit a separate Special Power of Attorney and/or Secretary's Certificate evidencing the authority of the designated representative/s.( <b>copy of competent proof of identity presented during the notarization must be attached</b>)</p>		
<p>10) Each and every page of the <b>BID DATA SHEETS</b> and <b>SPECIAL CONDITIONS OF THE CONTRACT</b> shall be initialed by the authorized representative of the bidder and shall form part of the Eligibility Requirement</p>		
<p><b>2<sup>nd</sup> Envelope</b>  <b>1. The Bidder shall submit the complete and signed Financial Bid Form inclusive of (VAT). The amount should not exceed the ABC.</b>   <b>2. Financial Bid: 1. Copy 1"</b>  <b>2. Copy 2"</b>  <b>3. Copy 3"</b>  <b>4. Copy 4"</b></p>		

**Note: ANY MISSING DOCUMENTS IN THE ABOVE-MENTIONED CHECKLIST IS A GROUND FOR OUTRIGHT REJECTION OF THE BID.**

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PASSED ( ) FAILED ( )

