



Republic of the Philippines
Department of Justice
BUREAU OF CORRECTIONS
LEYTE REGIONAL PRISON
Abuyog, Leyte



PHILIPPINE BIDDING DOCUMENTS

Supply & Delivery of **Lot 1 – Medicines** **Lot 2 – Medical Supplies**

Sixth Edition
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Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	3
Section I. Invitation to Bid.....	6
Section II. Instructions to Bidders.....	9
1. Scope of Bid	10
2. Funding Information.....	10
3. Bidding Requirements	10
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	10
5. Eligible Bidders.....	10
6. Origin of Goods	11
7. Subcontracts	11
8. Pre-Bid Conference	11
9. Clarification and Amendment of Bidding Documents	11
10. Documents comprising the Bid: Eligibility and Technical Components	12
11. Documents comprising the Bid: Financial Component	12
12. Bid Prices	12
13. Bid and Payment Currencies
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14. Bid Security	13
15. Sealing and Marking of Bids	13
16. Deadline for Submission of Bids	14
17. Opening and Preliminary Examination of Bids	14
18. Domestic Preference	14
19. Detailed Evaluation and Comparison of Bids	14
20. Post-Qualification	15
21. Signing of the Contract	15
Section III. Bid Data Sheet	16
Section IV. General Conditions of Contract	18
1. Scope of Contract	19
2. Advance Payment and Terms of Payment	19
3. Performance Security	19
4. Inspection and Tests	19
5. Warranty	19
6. Liability of the Supplier	20
Section V. Special Conditions of Contract	21
Section VI. Schedule of Requirements	26
Section VII. Technical Specifications	31
Section VIII. Checklist of Technical and Financial Documents	37

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – **Government** Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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



Republic of the Philippines
Department of Justice
Bureau of Corrections
LEYTE REGIONAL PRISON
Abuyog, Leyte



Invitation to Bid for the Supply & Delivery of Medicines and Medical Supplies 2023

1. The **Leyte Regional Prison**, through **General Appropriations Act (GAA) of 2023** intends to apply the sum of **Lot 1 – Ten Million One Hundred Nine Thousand One Hundred Thirty-Five Pesos Only (₱10,109,135.00)** being the ABC to payments under the contract for **Supply & Delivery of Medicines 2023** with Identification Number **BID2023-01A**, and **Lot 2 – Three Hundred Six Thousand Seven Hundred Pesos Only (₱306,700.00)** being the ABC to payments under the contract for **Supply & Delivery of Medical Supplies 2023** with Identification Number **BID2023-01B**. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.
2. The **Leyte Regional Prison** now invites bids for the above Procurement Project. Delivery of the Goods is required within **forty-five (45) calendar days from the receipt of Notice to Proceed**. Bidders should have completed, within the last two (2) years from the date of submission and receipt of bids, a contract similar to the Project 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 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

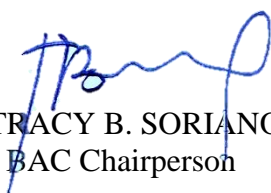
Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from **Leyte Regional Prison** and inspect the Bidding Documents at the address given below during Monday to Friday from 8:00am to 5:00pm.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **May 4, 2023** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Twenty-Five Thousand Pesos only (₱25,000.00)** for Lot 1, and **Five Hundred Pesos only (₱500.00)** for Lot 2. The Procuring Entity shall allow the bidder to present its proof of payment for the fees and presented in person.

6. The **Leyte Regional Prison** will hold a Pre-Bid Conference¹ on **May 12, 2023 9:00 am** at **LRP Administrative Building Conference Room** which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **May 24, 2023 9:00 am**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **May 24, 2023 9:00 am** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. Schedule of the Bidding Activities shall be as follows:

ACTIVITES	DATE/TIME	VENUE
1. Sale and Issuance of Bid Documents	May 4, 2023 8:00am to 5:00pm to May 24, 2023 8:00am to 8:55am	Office of the BAC/BAC Secretariat, Leyte Regional Prison, Abuyog, Leyte
2. Pre Bid Conference	May 12, 2023 9:00 am	Conference Room, Admin Building, LRP, Abuyog, Leyte
3. Submission and Opening of Bid Documents	May 24, 2023 9:00 am	Conference Room, Admin Building, LRP, Abuyog, Leyte

11. The **Leyte Regional Prison** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:
JERUEL GO
Office of the BAC Secretariat
Leyte Regional Prison, Abuyog, Leyte
CP # 09455311532, Email: leurejz@yahoo.com
13. You may visit the following websites:
For downloading of Bidding Documents: www.bucor.gov.ph/ www.philgeps.gov.ph

Date of Issue: **May 3, 2023**


MR. TRACY B. SORIANO
 BAC Chairperson

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, *Leyte Regional Prison* wishes to receive Bids for the *Lot 1 – Supply & Delivery of Medicines* with Identification Number *BID2023-01A*, and *Lot 2 – Supply & Delivery of Medical Supplies* with Identification Number *BID2023-01B*.

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

The Procurement Project *Supply & Delivery of Medicines and Medical Supplies 2023* is composed of two (2) lots, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for 2023 in the amount of *Lot 1 – Ten Million One Hundred Nine Thousand One Hundred Thirty-Five Pesos Only (₱10,109,135.00)*, and *Lot 2 – Three Hundred Six Thousand Seven Hundred Pesos Only (₱306,700.00)*.

2.2. The source of funding is:

a. General Appropriations Fund CY 2023.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

- 5.1. Only Bids or Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23 (25%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **May 12, 2023 9:00 am** at **LRP Administrative Building Conference Room** as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:

- i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid *one hundred twenty (120) calendar days from receipt of the notice of award*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

Each Bidder shall submit one (1) original copy and three (3) photocopies of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time at its physical address.

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.3. The Project shall be awarded as *One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.*
- 19.4. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause	
1	<i>Supply & Delivery of Medicines and Medical Supplies 2023</i> <i>Lot 1 –Supply & Delivery of Medicines</i> <i>Lot 2 – Supply & Delivery of Medical Supplies</i>
2.1	<i>Lot 1 – Ten Million One Hundred Nine Thousand One Hundred Thirty-Five Pesos Only (₱10,109,135.00), and</i> <i>Lot 2 – Three Hundred Six Thousand Seven Hundred Pesos Only (₱306,700.00).</i>
2.2	The source of funding is: <i>General Appropriations Fund CY 2023.</i>
5.3	For this purpose, contracts similar to the Project shall be: a. Medicines b. Completed within the last two (2) years equivalent to at least twenty-five percent (25%) of the ABC, prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed
8	Pre-Bid Conference on <i>May 12, 2023 9:00 am</i> at <i>LRP Administrative Building Conference Room</i>
12	The price of the Goods shall be quoted (Delivered Duty Paid DDP) <i>Leyte Regional Prison</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than five percent (5%) of ABC if bid security is in Surety Bond.
15	Electronic Copy/Electronic submission is not allowed
16	Bids must be duly received by the BAC Secretariat through manual/personal submission on or before <i>May 24, 2023 9:00 am</i> . Late bids shall not be accepted.
17.1	Videoconferencing, webcasting or other similar technologies will NOT be used/allowed.
19.4	One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.
20.1	Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its; 1. Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) 2. Supporting Documents for the SLCC (Sales Invoice or Official Receipt or End-users Acceptance) 3. Valid and Current Registration Certificate (SEC Certificate of Registration for Corporation or DTI Certificate of Registration for Sole Proprietorship or CDA Certificate of Registration for Cooperative) 4. <i>Valid and Current Mayor's or Business Permit</i> 5. Valid and Current Tax Clearance 6. <i>Audited Financial Statement</i>

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project.

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

5. Warranty

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are delivered to <i>Supply Office, Leyte Regional Prison, Abuyog, Leyte</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is the <i>LRP Registered Pharmacist/end-user</i>.</p> <p><i>All items must be delivered on working days and not later than 4:00Pm. All items not covered by the submitted CPR will not be accepted.</i></p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ol style="list-style-type: none"> a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and b. in the event of termination of production of the spare parts:

- i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
- ii. Following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [*indicate here the time period specified. If not used indicate a time period of three times the warranty period*].

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

Packaging –

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

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

- Name of the Procuring Entity
- Name of the Supplier
- Contract Description
- Final Destination
- Gross weight
- Any special lifting instructions
- Any special handling instructions
- Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

	<p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.1	Advance payment is not allowed
4	<p>The inspections and tests that will be conducted are: Partial/Complete Goods shall be inspected by the LRP Inspection and Acceptance Committee.</p> <p>To be witnessed by: COA Representative</p> <p>Inspection and acceptance will be conducted by the LRP Inspection and Acceptance Committee, to be witnessed by the COA Representative 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</p>

	<p>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 LRP Inspection and Acceptance Committee.</p> <p>The inspections and tests that will be conducted are;</p> <p>1) Upon delivery, the Goods shall undergo physical inspection by the LRP Inspection and Acceptance Committee of the PROCURING ENTITY to ascertain the physical condition and acceptability of the Goods.</p> <p>2.) However, if the end user requested for purposes of laboratory analysis a random samples shall be selected by the end user of its duly authorized representative and witnessed by a representative from supplier. The tests to be conducted by FDA (Food and Drug Administration) and sample sizes are as follows:</p> <p>a) Physico-Chemical Test</p> <ul style="list-style-type: none"> i. Tablet/capsule – 1 commercial presentation (min of 50 pcs.) ii. Liquid/Suspension Solution – 60mlx6 bottles; 120ml x 6 bottles iii. Granules/Powders for Suspension – 30ml x 6 bottles; 60ml x 6 bottles <p>b) Sterility Test</p> <ul style="list-style-type: none"> i. Solid Preparations: Less than 50mg or more but 200mg or more – minimum of 20 bottles ii. Liquid Preparations: 1ml to 100ml – minimum of 20 bottles; 50ml to 1000ml- minimum of 6 bottles <p>c) Microbiological Test</p> <ul style="list-style-type: none"> i. Tablet/capsule – number of tablets/capsules equivalent to at least 20g ii. Liquid Preparations – 500ml to 1000ml – minimum of 6 bottles <p>3) The supplier shall promptly replace the equivalent quantity of Goods taken as samples without cost to the PROCURING ENTITY.</p> <p>4) Pending FDA analysis, said products should not be distributed to end-users nor shall it be used such time it is cleared by FDA laboratory testing.</p> <p>5) If FDA inspection or results of laboratory analysis show major violations, the entire delivery shall be rejected and the company will not be allowed to participate in any future procurement activities of the agency.</p>
5	Expiration of medicines must be at least two (2) years from the date of delivery & acceptance

Section VI. Schedule of Requirements



Republic of the Philippines
 Department of Justice
BUREAU OF CORRECTIONS
LEYTE REGIONAL PRISON
 Abuyog, Leyte



Section VI. Schedule of Requirements

Supply & Delivery of Medicines and Medical Supplies 2023

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

LOT 1 - Supply & Delivery of Medicines 2023

Item Number	Description	Quantity	Dosage Form	Delivered, Weeks/Months
1	Acetylcysteine 600mg	10000	tablet	45 calendar days
2	AlMgOH + simethicone	6000	tablet	45 calendar days
3	Amlodipine 500mg	10000	tablet	45 calendar days
4	Azithromycin 500mg	500	tablet	45 calendar days
5	Butamirate citrate forte	1000	tablet	45 calendar days
6	Calcium+Vit D+Mineral	10000	capsule	45 calendar days
7	Carbocisteine	5000	capsule	45 calendar days
8	Cinnarizine 25mg	500	tablet	45 calendar days
9	Ciftriaxone 1gm powder	10	vial	45 calendar days
10	Co-amoxiclav 625mg	3000	tablet	45 calendar days
11	Amlodipine + Lozartan 5/50mg	2000	tablet	45 calendar days
12	D5LRS liter	50	bottle	45 calendar days
13	Furosemide 40mg	30	ampule	45 calendar days
14	Plain Lactated Ringers liter	50	bottle	45 calendar days
15	Losartan 50mg	20000	tablet	45 calendar days

I/We hereby commit to comply and deliver all the requirement in accordance with the above stated schedule.

CONFORME:

Name of Company in Print

Signature Printed Name of Authorized Representative

Date



Section VI. Schedule of Requirements

Supply & Delivery of Medicines and Medical Supplies 2023

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

LOT 1 - Supply & Delivery of Medicines 2023

Item Number	Description	Quantity	Dosage Form	Delivered, Weeks/Months
16	D50.3% NaCl liter	50	bottle	45 calendar days
17	D50.9% NaCl liter	50	bottle	45 calendar days
18	0.9% NaCl liter	50	bottle	45 calendar days
19	Levoceterizine+Montelukast 5/10mg	5000	tablet	45 calendar days
20	Linagliptin 5mg	2000	tablet	45 calendar days
21	Metronidazole 500mg	500	tablet	45 calendar days
22	Muntelukast	1000	tablet	45 calendar days
23	Mupirocin cream 5gms	200	tube	45 calendar days
24	Omeprazole 40mg	2000	tablet	45 calendar days
25	Phenytoin 100mg	2000	capsule	45 calendar days
26	PPA+Para+C+maleate tab	10000	tablet	45 calendar days
27	Potassium Citrate 10meq	1000	tablet	45 calendar days
28	Salbutamol 200mcg	10000	tablet	45 calendar days
29	Salbutamol nebule	1000	nebule	45 calendar days
30	Salbutamol+Ipratropium nebule	1000	nebule	45 calendar days

I/We hereby commit to comply and deliver all the requirement in accordance with the above stated schedule.

CONFORME:

Name of Company in Print

Signature Printed Name of Authorized Representative

Date



Republic of the Philippines
 Department of Justice
BUREAU OF CORRECTIONS
LEYTE REGIONAL PRISON
 Abuyog, Leyte



Section VI. Schedule of Requirements

Supply & Delivery of Medicines and Medical Supplies 2023

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

LOT 1 - Supply & Delivery of Medicines 2023

Item Number	Description	Quantity	Dosage Form	Delivered, Weeks/Months
31	Nebivolol 5mg	2000	tablet	45 calendar days
32	Sitagliptin + Metformin 50/500mg	3000	tablet	45 calendar days
33	AIOH, MgOH + Simethicone 180ml	500	bottle	45 calendar days
34	Multivitamin with Iron	60000	capsule	45 calendar days
35	Vitamen E 400iu	10000	capsule	45 calendar days
36	Zinc Oxide+Calamine ointment	1000	sachet	45 calendar days
37	Linagliptin + Metformin 2.5/500mg	5000	tablet	45 calendar days
38	Aminoleban 500ml	50	bottle	45 calendar days
39	Complete Active adult Nutritional Milk 800gms	2200	can	45 calendar days
40	Powdered Nutritional Formula for diabetic 800gms	1000	cans	45 calendar days
41	Sodium Ascorbate + Zinc	50000	capsule	45 calendar days
42	Ambroxol 75mg	5000	capsule	45 calendar days

I/We hereby commit to comply and deliver all the requirement in accordance with the above stated schedule.

CONFORME:

Name of Company in Print

Signature Printed Name of Authorized Representative

Date



Republic of the Philippines
 Department of Justice
BUREAU OF CORRECTIONS
LEYTE REGIONAL PRISON
 Abuyog, Leyte



Section VI. Schedule of Requirements

Supply & Delivery of Medicines and Medical Supplies 2023

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

Lot 2 – Supply & Delivery of Medical Supplies 2023

Item Number	Description	Quantity	Dosage Form	Delivered, Weeks/Months
1	Drug test kit	3000	kit	45 calendar days
2	Disinfectant solution	5	gallon	45 calendar days
3	Floor scrub brush w/ long handle	20	pieces	45 calendar days
4	Long plastic round toilet brush hard bristle	20	pieces	45 calendar days
5	Easy touch blood cholesterol test strip 10's	10	box	45 calendar days
6	Easy touch blood uric acid test strip 25's	10	box	45 calendar days
7	Easy touch blood glucose test strip 25's	100	box	45 calendar days
8	Sodium Hypochlorite solution	20	gallon	45 calendar days

I/We hereby commit to comply and deliver all the requirement in accordance with the above stated schedule.

CONFORME:

Name of Company in Print

Signature Printed Name of Authorized Representative

Date

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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



Republic of the Philippines
 Department of Justice
BUREAU OF CORRECTIONS
LEYTE REGIONAL PRISON
 Abuyog, Leyte



Section VII. Technical Specifications
Supply & Delivery of Medicines and Medical Supplies 2023

LOT 1 - Supply & Delivery of Medicines 2023

Item No.	Qty.	Dosage Form	Agency Specification	Bidder's Statement of Compliance
1	10000	tablet	Acetylcysteine 600mg	
2	6000	tablet	AlMgOH + simethicone	
3	10000	tablet	Amlodipine 500mg	
4	500	tablet	Azithromycin 500mg	
5	1000	tablet	Butamirate citrate forte	
6	10000	capsule	Calcium+Vit D+Mineral	
7	5000	capsule	Carbocisteine	
8	500	tablet	Cinnarizine 25mg	
9	10	vial	Ciftriaxone 1gm powder	
10	3000	tablet	Co-amoxiclav 625mg	
11	2000	tablet	Amlodipine + Lozartan 5/50mg	
12	50	bottle	D5LRS liter	
13	30	ampule	Furosemide 40mg	
14	50	bottle	Plain Lactated Ringers liter	
15	20000	tablet	Losartan 50mg	

 Name of Company

 Signature over Printed Name
 of Authorized Representative

 Date



Republic of the Philippines
 Department of Justice
BUREAU OF CORRECTIONS
LEYTE REGIONAL PRISON
 Abuyog, Leyte



Section VII. Technical Specifications
Supply & Delivery of Medicines and Medical Supplies 2023

LOT 1 - Supply & Delivery of Medicines 2023

Item No.	Qty.	Dosage Form	Agency Specification	Bidder's Statement of Compliance
16	50	bottle	D50.3% NaCl liter	
17	50	bottle	D50.9% NaCl liter	
18	50	bottle	0.9% NaCl liter	
19	5000	tablet	Levoceterizine+Montelukast 5/10mg	
20	2000	tablet	Linagliptin 5mg	
21	500	tablet	Metronidazole 500mg	
22	1000	tablet	Muntelukast	
23	200	tube	Mupirocin cream 5gms	
24	2000	tablet	Omeprazole 40mg	
25	2000	capsule	Phenytoin 100mg	
26	10000	tablet	PPA+Para+C+maleate tab	
27	1000	tablet	Potassium Citrate 10meq	
28	10000	tablet	Salbutamol 200mcg	
29	1000	nebule	Salbutamol nebule	
30	1000	nebule	Salbutamol+Ipratropium nebule	

 Name of Company

 Signature over Printed Name
 of Authorized Representative

 Date



Republic of the Philippines
 Department of Justice
BUREAU OF CORRECTIONS
LEYTE REGIONAL PRISON
 Abuyog, Leyte



Section VII. Technical Specifications
Supply & Delivery of Medicines and Medical Supplies 2023

LOT 1 - Supply & Delivery of Medicines 2023

Item No.	Qty.	Dosage Form	Agency Specification	Bidder's Statement of Compliance
31	2000	tablet	Nebivolol 5mg	
32	3000	tablet	Sitagliptin + Metformin 50/500mg	
33	500	bottle	AIOH, MgOH + Simethicone 180ml	
34	60000	capsule	Multivitamin with Iron	
35	10000	capsule	Vitamen E 400iu	
36	1000	sachet	Zinc Oxide+Calamine ointment	
37	5000	tablet	Linagliptin + Metformin 2.5/500mg	
38	50	bottle	Aminoleban 500ml	
39	2200	can	Complete Active adult Nutritional Milk 800gms	
40	1000	cans	Powdered Nutritional Formula for diabetic 800gms	
41	50000	capsule	Sodium Ascorbate + Zinc	
42	5000	capsule	Ambroxol 75mg	

 Name of Company

 Signature over Printed Name
 of Authorized Representative

 Date



Republic of the Philippines
 Department of Justice
BUREAU OF CORRECTIONS
LEYTE REGIONAL PRISON
 Abuyog, Leyte



Section VII. Technical Specifications
Supply & Delivery of Medicines and Medical Supplies 2023

Lot 2 – Supply & Delivery of Medical Supplies 2023

Item No.	Qty.	Dosage Form	Agency Specification	Bidder's Statement of Compliance
1	3000	kit	Drug test kit	
2	5	gallon	Disinfectant solution	
3	20	pieces	Floor scrub brush w/ long handle	
4	20	pieces	Long plastic round toilet brush hard bristle	
5	10	box	Easy touch blood cholesterol test strip 10's	
6	10	box	Easy touch blood uric acid test strip 25's	
7	100	box	Easy touch blood glucose test strip 25's	
8	20	gallon	Sodium Hypochlorite solution	

 Name of Company

 Signature over Printed Name
 of Authorized Representative

 Date

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Schedule of Requirement; and
- (f) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (g) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.
- (h) Valid and current License to Operate (LTO) and its List of Sources issued by FDA;
Note: In case of expired LTO, the following copies shall be submitted:
 - a) Expired LTO;
 - b) Application for renewal; and
 - c) Official Receipt as proof of payment for renewal.
- (i) Valid and current Certificate of Product Registration (CPR) issued by FDA of the DOH;
Note:
All items not covered by the submitted CPR will not be accepted.
In case of expired CPR, the following copies shall be submitted:
 - (a) Expired CPR;
 - (b) Application for renewal; and
 - (c) Official Receipt as proof of payment for renewal.

Financial Documents

- (j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

- (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
or

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- (l) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

- (k) Attach & initial/sign every page of ***Section III - BID DATA SHEETS*** and ***Section V - SPECIAL CONDITIONS OF THE CONTRACT*** and shall form part of the Eligibility Requirement.

II. FINANCIAL COMPONENT ENVELOPE

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

Section IX. Bidding Forms

COMPANY LETTERHEAD

Statement of ongoing government & private contracts

Supply & Delivery of Medicines and Medical Supplies 2023

Bid Reference No.: **BID2023-01**

Statement of all its ongoing government and or private contracts including contracts awarded but not yet started, if any whether similar or not similar in nature.

Name of Contract	Date of contract	Contract Duration	Owner's Name and Address	Kind of Goods	Amount of Contract	Value of Outstanding Contract
Total Value of Outstanding Contract:						

CERTIFIED CORRECT:

Name and Signature of Authorized Representative

Position

Date

COMPANY LETTERHEAD

Statement of Single Largest Completed Contract

Supply & Delivery of Medicines and Medical Supplies 2023

Bid Reference No.: **BID2023-01**

Statement of Single (1) Largest Completed Contract of Similar in 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 Contract	Date of contract	Contract Duration	Owner's Name and Address	Kind of Goods	Amount of Contract	Amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary	Date of Delivery	end user's acceptance or official receipt(s) or sales invoice issued for the contract, (Attached Copy)

CERTIFIED CORRECT:

Name and Signature of Authorized Representative

Position

Date

COMPANY LETTERHEAD

Supply & Delivery of Medicines and Medical Supplies 2023

Bid Reference No.: **BID2023-01**

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)

$$\text{NFCC} = (\text{CA} - \text{CL}) (15) - \text{C}$$

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 data submitted to the BIR, through its Electronic Filing and Payment System (EFPS). (Per GPPB Resolution No. 20-2013, July 13, 2013)

Latest Annual Tax Return must be attached to the NFCC computation that was filed thru Electronic Filing and Payment Systems (EFPS) and must be duly validated with the tax payments made thereon for the preceding Tax Year be it on a calendar of fiscal year income per Revenue Regulations 3-2005

Issued this _____ day of _____ 2021

Name & Signature of Authorized Representative

Position

Date

COMPANY LETTERHEAD

Supply & Delivery of Medicines and Medical Supplies 2023

Bid Reference No.: **BID2023-01**

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

X-----X

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

To: **Leyte Regional Prison**

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - (c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]

[Insert Signatory's Legal Capacity]
Affiant

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ *[date issued]*, *[place issued]*

IBP No. _____ *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

COMPANY LETTERHEAD

Supply & Delivery of Medicines and Medical Supplies 2023

Bid Reference No.: **BID2023-01**

Omnibus Sworn Statement

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

AFFIDAVIT

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

1. ***Select one, delete the other:***

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

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

2. ***Select one, delete the other:***

If a sole proprietorship: As the owner and sole proprietor, or authorized representative of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for ***Supply & Delivery of Medicines and Medical Supplies 2023*** of the **Leyte Regional Prison** as shown in the attached duly notarized *Special Power of Attorney*;

If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the ***Supply & Delivery of Medicines and Medical Supplies 2023*** of the **Leyte Regional Prison**, as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable);]*;

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units,

foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. ***Select one, delete the rest:***

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the ***Supply & Delivery of Medicines and Medical Supplies 2023***.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

Bidder's Representative/Authorized Signatory

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

COMPANY LETTERHEAD

Supply & Delivery of Medicines and Medical Supplies 2023

Bid Reference No.: **BID2023-01**

Bid Form

Date: _____
Invitation to Bid N^o: _____

To: **MR. TRACY B. SORIANO**
BAC Chairperson
Leyte Regional Prison
Abuyog, Leyte

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 & Delivery of Medicines and Medical Supplies 2023*** in conformity with the said Bidding Documents for the sum of _____ ₱ _____ 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 17.1 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 Calculated Bid or any Bid you may receive.

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

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the **Supply & Delivery of Medicines and Medical Supplies 2023** of the **Leyte Regional Prison.** [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for **Supply & Delivery of Medicines and Medical Supplies 2023** of the **Leyte Regional Prison.***

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

Dated this _____ day of _____ 2023.

[Signature over Printed Name]

[In the capacity of]

Duly authorized to sign Bid for and on behalf of _____



Republic of the Philippines
Department of Justice
Bureau of Corrections
LEYTE REGIONAL PRISON
Abuyog, Leyte



SCHEDULE OF PRICES

Supply & Delivery of Medicines and Medical Supplies 2023

LOT 1 - Supply & Delivery of Medicines 2023

Item No.	Qty.	Unit of Issue	Agency Specification	Unit Price	Total Bid Price Inclusive of VAT	ABC
1	10000	tablet	Acetylcysteine 600mg			220,000.00
2	6000	tablet	AlMgOH + simethicone			54,000.00
3	10000	tablet	Amlodipine 500mg			110,000.00
4	500	tablet	Azithromycin 500mg			44,500.00
5	1000	tablet	Butamirate citrate forte			22,400.00
6	10000	capsule	Calcium+Vit D+Mineral			92,500.00
7	5000	capsule	Carbocisteine			35,000.00
8	500	tablet	Cinnarizine 25mg			4,000.00
9	10	vial	Ciftriaxone 1gm powder			4,000.00
10	3000	tablet	Co-amoxiclav 625mg			126,000.00
11	2000	tablet	Amlodipine + Lozartan 5/50mg			58,000.00
12	50	bottle	D5LRS liter			5,500.00
13	30	ampule	Furosemide 40mg			660.00
14	50	bottle	Plain Lactated Ringers liter			6,100.00
15	20000	tablet	Losartan 50mg			240,000.00

Name of Company

Signature over Printed Name
of Authorized Representative

Date



Republic of the Philippines
Department of Justice
Bureau of Corrections
LEYTE REGIONAL PRISON
Abuyog, Leyte



SCHEDULE OF PRICES

Supply & Delivery of Medicines and Medical Supplies 2023

LOT 1 - Supply & Delivery of Medicines 2023

Item No.	Qty.	Unit of Issue	Agency Specification	Unit Price	Total Bid Price Inclusive of VAT	ABC
16	50	bottle	D50.3% NaCl liter			6,000.00
17	50	bottle	D50.9% NaCl liter			6,500.00
18	50	bottle	0.9% NaCl liter			5,500.00
19	5000	tablet	Levoceterizine+Montelukast 5/10mg			230,000.00
20	2000	tablet	Linagliptin 5mg			119,500.00
21	500	tablet	Metronidazole 500mg			8,375.00
22	1000	tablet	Muntelukast			19,000.00
23	200	tube	Mupirocin cream 5gms			35,600.00
24	2000	tablet	Omeprazole 40mg			79,500.00
25	2000	capsule	Phenytoin 100mg			64,000.00
26	10000	tablet	PPA+Para+C+maleate tab			75,000.00
27	1000	tablet	Potassium Citrate 10meq			22,000.00
28	10000	tablet	Salbutamol 200mcg			90,000.00
29	1000	nebule	Salbutamol nebule			12,000.00
30	1000	nebule	Salbutamol+Ipratropium nebule			15,000.00

Name of Company

Signature over Printed Name
of Authorized Representative

Date



Republic of the Philippines
Department of Justice
Bureau of Corrections
LEYTE REGIONAL PRISON
Abuyog, Leyte



SCHEDULE OF PRICES

Supply & Delivery of Medicines and Medical Supplies 2023

LOT 1 - Supply & Delivery of Medicines 2023

Item No.	Qty.	Unit of Issue	Agency Specification	Unit Price	Total Bid Price Inclusive of VAT	ABC
31	2000	tablet	Nebivolol 5mg			39,000.00
32	3000	tablet	Sitagliptin + Metformin 50/500mg			111,000.00
33	500	bottle	AIOH, MgOH + Simethicone 180ml			199,500.00
34	60000	capsule	Multivitamin with Iron			570,000.00
35	10000	capsule	Vitamen E 400iu			117,500.00
36	1000	sachet	Zinc Oxide+Calamine ointment			39,000.00
37	5000	tablet	Linagliptin + Metformin 2.5/500mg			175,000.00
38	50	bottle	Aminoleban 500ml			60,000.00
39	2200	can	Complete Active adult Nutritional Milk 800gms			4,400,000.00
40	1000	cans	Powdered Nutritional Formula for diabetic			2,200,000.00
41	50000	capsule	Sodium Ascorbate + Zinc			300,000.00
42	5000	capsule	Ambroxol 75mg			87,500.00

Name of Company

Signature over Printed Name
of Authorized Representative

Date



Republic of the Philippines
Department of Justice
Bureau of Corrections
LEYTE REGIONAL PRISON
Abuyog, Leyte



SCHEDULE OF PRICES

Supply & Delivery of Medicines and Medical Supplies 2023

Lot 2 – Supply & Delivery of Medical Supplies 2023

Item No.	Qty.	Unit of Issue	Agency Specification	Unit Price	Total Bid Price Inclusive of VAT	ABC
1	3000	kit	Drug test kit			165,000.00
2	5	gallon	Disinfectant solution			7,500.00
3	20	pieces	Floor scrub brush w/ long handle			3,000.00
4	20	pieces	Long plastic round toilet brush hard bristle			1,200.00
5	10	box	Easy touch blood cholesterol test strip 10's			13,000.00
6	10	box	Easy touch blood uric acid test strip 25's			11,000.00
7	100	box	Easy touch blood glucose test strip 25's			98,000.00
8	20	gallon	Sodium Hypochlorite solution			8,000.00

Name of Company

Signature over Printed Name
of Authorized Representative

Date

