

# **PHILIPPINE BIDDING DOCUMENTS**

## **SUPPLY & DELIVERY OF VARIOUS MEDICINES AND MEDICAL AND DENTAL SUPPLIES FOR 4<sup>TH</sup> QUARTER OF 2023 – 2 LOTS**

Government of the Republic of the Philippines

**Sixth Edition  
July 2020**

# Preface

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

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

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

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

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

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

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# *Glossary of Acronyms, Terms, and Abbreviations*

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

## ***Section I. Invitation to Bid***

### **Notes on the Invitation to Bid**

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

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

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

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



Republic of the Philippines  
Department of Justice  
Bureau of Corrections  
**SABLAYAN PRISON AND PENAL FARM**

**INVITATION TO BID FOR SUPPLY & DELIVERY OF VARIOUS MEDICINES AND  
MEDICAL AND DENTAL SUPPLIES FOR 4<sup>TH</sup> QUARTER 2023 – 2 LOTS**

1. The *Sablayan Prison and Penal Farm*, through the *GAA 2023* intends to apply the sum of *Four Million Four Hundred Fifty Six Thousand Four Hundred Thirty Eight Pesos (Php. 4,456,438.00)* for *Lot 1* and *Four Hundred Seventeen Thousand Four Hundred Fifty Pesos (Php. 417,450.00)* for *Lot 2* with *Reference No. SPPF2023-PR.135A & SPPF2023-PR.135B* being the ABC to payments under the contract for each lot/item. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.
2. The *Sablayan Prison and Penal Farm* now invites bids for the above Procurement Project. Delivery of the Goods is required by ***thirty (30) 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.
4. 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.
5. Prospective Bidders may obtain further information from *Sablayan Prison and Penal Farm* and inspect the Bidding Documents at the address given below during *Mondays to Fridays form 8:00am – 5:00pm.*
6. A complete set of Bidding Documents may be acquired by interested Bidders on *October 28, 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 Five Thousand Pesos.* The Procuring Entity shall allow the bidder to present its proof of payment for the fees and presented in person.

- e. The *Sablayan Prison and Penal Farm* will hold a Pre-Bid Conference<sup>1</sup> on 9:00am, November 6, 2023 at *SPPF BAC Office, Malisbong, Sablayan, Occidental Mindoro* which shall be open to prospective bidders.
- f. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below, on or before 9:00am, November 16, 2023. Late bids shall not be accepted.
- g. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- h. Bid opening shall be on 9:30am, November 20, 2023 at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- i. The *Sablayan Prison and Penal Farm* 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.
- j. For further information, please refer to:

*CTSO2 Arnulfo A Jacinto*  
*Head, BAC Secretariat*  
*SPPF Reservation, Malisbong, Sablayan, Occidenta Mindoro*  
[ajacinto13@yahoo.com.ph](mailto:ajacinto13@yahoo.com.ph)/ 09173075068

You may visit the following websites:

For downloading of Bidding Documents: [www.bucor.gov.ph](http://www.bucor.gov.ph)

October 28, 2023

  
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**CCINSP ANGELITO DC LAPITAN**  
*BAC Chairperson*

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<sup>1</sup> 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, *Sablayan Prison and Penal Farm* wishes to receive Bids for the *Supply & Delivery of Various Medicines and Medical and Dental Supplies for 4<sup>th</sup> Quarter 2023 – 2 Lots* with identification number SPPF2023.PR-135A & SPPF2023.PR-135B.

The Procurement Project (referred to herein as “Project”) is composed of two 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 *GAA 2023* in the amount of *Four Million Four Hundred Fifty Six Thousand Four Hundred Thirty Eight Pesos (Php. 4,456,438.00)* for *Lot 1* and *Four Hundred Seventeen Thousand Four Hundred Fifty Pesos (Php. 417,450.00)* for *Lot 2*.

2.2. The source of funding is:

- a. NGA, the General Appropriations Act or Special Appropriations.

## 3. Bidding Requirements

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

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

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

## 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

## 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. 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 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - a. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## 6. Origin of Goods

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

## 7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address/ and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

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

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

## **10. Documents comprising the Bid: Eligibility and Technical Components**

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *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 the **BDS**.
  - 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 the **BDS**.

## 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:
- a. Philippine Pesos.

## 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</sup> 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

*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 and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

## 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.

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<sup>2</sup> 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.



## 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 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 conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

Option 2 – One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## 20. Post-Qualification

- 20.1. 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**.

## **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	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. <i>Medicines, Medical and Dental Supplies.</i></li> <li>b. completed within two (2) years prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	<i>Not Applicable</i>
12	Not Applicable
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>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</li> <li>b. The amount of not less than five percent (5%) of ABC if bid security is in Surety Bond.</li> </ul>
19.3	<p><i>Supply &amp; Delivery of Various Medicines and Medical and Dental Supplies for 4<sup>th</sup> Quarter 2023</i></p> <p><i>Four Million Four Hundred Fifty Six Thousand Four Hundred Thirty Eight Pesos (Php. 4,456,438.00) for Lot 1</i></p> <p><i>and Four Hundred Seventeen Thousand Four Hundred Fifty Pesos (Php. 417,450.00) for Lot 2.</i></p>
21.2	<p>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;</p> <ol style="list-style-type: none"> <li>1. Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS)</li> <li>2. Supporting Documents for the SLCC (Sales Invoice or Official Receipt or End-users Acceptance)</li> <li>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)</li> <li>4. <i>Valid and Current Mayor's or Business Permit</i></li> <li>5. Valid and Current Tax Clearance</li> </ol> <p><i>Audited Financial Statement</i></p>

## ***Section IV. General 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 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 specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, 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.

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><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 Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</i>.</p> <p><b>Incidental Services –</b></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> <p><i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> </ol>

- e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- f. *[Specify additional incidental service requirements, as needed.]*

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**Spare Parts –**

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

*Select appropriate requirements and delete the rest.*

1. 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
2. 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 costs thereof are included in the contract price.

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

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

	<p><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. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity  Name of the Supplier  Contract Description  Final Destination  Gross weight  Any special lifting instructions  Any special handling instructions  Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></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><b>Intellectual Property Rights –</b></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>
	<p><b>Regular and Recurring Services –</b></p> <p><i>[In case of contracts for regular and recurring services, state:]</i> “The contract for regular and recurring services shall be subject to a renewal whereby the performance evaluation of the service provider shall be conducted in accordance with Section VII. Technical specifications.”</p>
2.2	<p><i>[If partial payment is allowed, state]</i> “The terms of payment shall be as follows: _____.”</p>
4	<p>The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i></p>

GCC Clause	
1	<p data-bbox="379 338 1345 439"><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 data-bbox="368 477 724 510"><b>Delivery and Documents –</b></p> <p data-bbox="368 551 1374 719">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 data-bbox="368 741 1342 887">The delivery terms applicable to this Contract are delivered to <b><i>Supply Office, Sablayan Prison and Penal Farm, Sablayan, Occidental Mindoro</i></b>. 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 data-bbox="368 925 1390 992">Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p data-bbox="368 1030 1366 1097">For purposes of this Clause the Procuring Entity’s Representative at the Project Site is the <b><i>SPPF Registered Pharmacist/end-user</i></b>.</p> <p data-bbox="368 1135 1358 1202"><b><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></b></p> <p data-bbox="368 1240 647 1274"><b>Incidental Services –</b></p> <p data-bbox="368 1314 1326 1382">The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p data-bbox="379 1404 1270 1471">a. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</p> <p data-bbox="368 1476 1382 1576">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 data-bbox="368 1615 549 1648"><b>Spare Parts –</b></p> <p data-bbox="368 1688 1355 1789">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> <p data-bbox="368 1794 1326 1928">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:</p>

## *Section VI. Schedule of Requirements*

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

### **LOT 1 – VARIOUS MEDICINES**

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
1.	2019 nCov Antigen Test (Lateral Flow Method) 20 pcs/box (WONDFO)	5	box		
2.	Aluminum Hydroxide + Magnesium Hydroxide 200 mg/100 mg Tablet 100tab/box	500	box		
3.	Anti-Rabies Vaccine (Rabipur)	15	pcs		
4.	Ambroxol 30mg tab 100tabs/box	50	box		
5.	Aminophylline 25mg/ml 10ml ampule 10amps/box	20	box		
6.	Amlodipine 10mg tab 100tabs/box	400	box		
7.	Amlodipine 5mg tab 100tabs/box	600	box		
8.	Amoxicillin 500mg cap 100caps/box	300	box		
9.	Aspirin 80mg tab 100tabs/box	300	box		
10.	Betamethasone 0.1% 5g ointment tube	300	pcs		
11.	Blumea Balsamifera 500mg cap 100caps/box	200	box		
12.	Captopril 25mg tab 100tabs/box	400	box		

13.	Carbocisteine 500mg cap 100caps/box	400	box		
14.	Chlorphenamine Maleate 4mg tab 100tabs /box	200	box		
15.	Clonidine 75mg tab 100tabs/box	50	box		
16.	Clopidogrel 75mg tab 100tabs/box	50	box		
17.	Clotrimazole 10mg/g 20g ointment	150	pcs		
18.	Colchicine 500 mcg Tablet 100tabs/box	30	box		
19.	D5W 500cc	50	bot		
20.	Diclofenac 50mg tab 100tabs/box	50	box		
21.	Diosmin+Hesperidin 450mg/50mg tab 30tabs/box	100	box		
22.	Epinephrine (Adrenaline) 1 mg/mL, 1 mL ampule 10 amps/box	3	box		
23.	Furosemide 40mg tab 100tabs/box	50	box		
24.	Fusidic Acid + Betamethasone cream 5g	150	pcs		
25.	Fusidic Acid 2% 15g ointment	100	pcs		
26.	Gentamicin .3% (3mg/ml) 5 ml otic/ophthalmic drops	100	pcs		
27.	Glibenclamide 5mg tab 100tabs/box	100	box		
28.	Gliclazide 80mg tab 100 tabs/box	100	box		

29.	Glycerin 2.5g adult laxative suppository 12 supp/bot	10	bot		
30.	Hydralazine 20mg/ml 1m ampule 10amps/box	20	box		
31.	Hyoscine 10mg tab 100tabs/boc	30	pcs		
32.	Ibuprofen 400mg tab 100tabs/box	200	box		
33.	Insulin Degludec (Tresiba Flex Touch) 5pcs/box	20	box		
34.	Ipratropium + Salbutamol 500 mcg + 2.5 mg, 2.5 mL Respiratory Solution 30 neb/box	20	box		
35.	Ketorolac 30 mg/mL, 1 mL ampule 10amps/box	10	box		
36.	Lidocaine 20% 50ml vial	8	box		
37.	Loperamide 2 mg Capsule 100caps/box	20	bot		
38.	Losartan 100 mg tab 100tabs/box	300	box		
39.	Losartan 50mg tab 100s/box	600	box		
40.	Mannitol 500cc	10	box		
41.	Mefenamic Acid 500mg cap 100caps/box	100	box		
42.	Metformin 500mg tab 100tabs/box	300	box		
43.	Multivitamins Capsule 100caps/box	150	bot		
44.	Nifedipine 10mg cap 100mg/box	300	box		



45.	Nifedipine 5mg cap 100caps/box	300	box		
46.	Paracetamol ampule 125mg/ml 2ml ampule 10amps/box	5	box		
47.	Phenytoin Sodium 100mg cap 100caps/bot	20	box		
48.	Phospolipids (Essentiale Forte) 50/box	150	box		
49.	Phytomenadione ampule 10mg/ml 1 ml solution 10 amps/box	15	box		
50.	Sodium Ascorbate 500mg cap 100caps/box	500	box		
51.	Tramadol 50 mg Capsule 100caps/box	50	box		
52.	Tramadol 50mg ampule 1ml 10amps/box	15	box		
53.	Tranexamic Acid 100mg/ml 5ml 10amps/box	10	box		
54.	Vitex Negundo 600mg tab 100tab/box	200	box		

## *Section VI. Schedule of Requirements*

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

### **LOT 2 –MEDICAL AND DENTAL SUPPLIES**

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
1.	Aneroid Sphymomanometer Baxtel)	18	pcs		
2.	Blood Glucose Monitoring Kit (Sinocare)	10	pcs		
3.	Dental Broken Root Drill Remnant Extractor	1	pc		
4.	Dental Surgical Operation Stitching Tweezer	1	pc		
5.	Desk type BP Apparatus (Baxtel)	8	pcs		
6.	First Aid Responder Trauma Bag with Supplies	8	bag		
7.	Glucometer Strips (50 strips) and Lancet (50 lancets) per box (Sinocare)	50	box		
8.	Hamilton Type Examination Bed 58 inc x 20 inc x 34 inc	4	pcs		
9.	Insulin Syringe 1cc 100/box	2	box		
10.	Kidney Basin Stainles 12 inches	10	pcs		
11.	Luxator set (6 pcs)	1	set		
12.	Heavy Duty Slotted Angle Rack 6 Layers	10	Unit		

13.	Medical Grade Trash Can with foot Pedal (Color Blue)	5	pcs		
14.	Minor Surgical Set (16pcs)	4	set		
15.	Nebulizer kit with mouthpiece	200	pcs		
16.	Nebulizer Machine	15	Unit		
17.	Novofine Plus 32G 4mm needle 100/box	10	box		
18.	Oxygen Cannula	100	pcs		
19.	Oxygen Tank (with content ready to use) 50lbs	2	Unit		
20.	Oxygen Tank Regulator	4	Unit		
21.	Portable Oxygen Concentrator Machine 5L (Olive)	1	Unit		
22.	Soluset with 100ml Burette	50	pcs		
23.	Stainless Steel Emergency Room Cart	3	Unit		
24.	Stainless Sterilization Tray Box wih Cover (30cm long/20cm wide/5.5cm thick)	20	pcs		
25.	Trash Bag (Black) Large Heavy Duty 100pcs/pack	20	pack		
26.	Trash Bag (Yellow) Large Heavy Duty 100pcs/pack	20	pack		
27.	Urine Bag	100	pcs		

## ***Section VII. Technical Specifications***

# Technical Specifications

## LOT 1 – VARIOUS MEDICINES

Item	Specification	Statement of Compliance
1)	2019 nCov Antigen Test (Lateral Flow Method) 20 pcs/box (WONDFO)	
2)	Aluminum Hydroxide + Magnesium Hydroxide 200 mg/100 mg Tablet 100tab/box	
3)	Anti-Rabies Vaccine (Rabipur)	
4)	Ambroxol 30mg tab 100tabs/box	
5)	Aminophylline 25mg/ml 10ml ampule 10amps/box	
6)	Amlodipine 10mg tab 100tabs/box	
7)	Amlodipine 5mg tab 100tabs/box	
8)	Amoxicillin 500mg cap 100caps/box	
9)	Aspirin 80mg tab 100tabs/box	
10)	Betamethasone 0.1% 5g ointment tube	
11)	Blumea Balsamifera 500mg cap 100caps/box	
12)	Captopril 25mg tab 100tabs/box	
13)	Carbocisteine 500mg cap 100caps/box	
14)	Chlorphenamine Maleate 4mg tab 100tabs /box	
15)	Clonidine 75mg tab 100tabs/box	
16)	Clopidogrel 75mg tab 100tabs/box	
17)	Clotrimazole 10mg/g 20g ointment	

18)	Colchicine 500 mcg Tablet 100tabs/box	
19)	D5W 500cc	
20)	Diclofenac 50mg tab 100tabs/box	
21)	Diosmin+Hesperidin 450mg/50mg tab 30tabs/box	
22)	Epinephrine (Adrenaline) 1 mg/mL, 1 mL ampule 10 amps/box	
23)	Furosemide 40mg tab 100tabs/box	
24)	Fusidic Acid + Betamethasone cream 5g	
25)	Fusidic Acid 2% 15g ointment	
26)	Gentamicin .3% (3mg/ml) 5 ml otic/ophthalmic drops	
27)	Glibenclamide 5mg tab 100tabs/box	
28)	Gliclazide 80mg tab 100 tabs/box	
29)	Glycerin 2.5g adult laxative suppository 12 supp/bot	
30)	Hydralazine 20mg/ml 1m ampule 10amps/box	
31)	Hyoscine 10mg tab 100tabs/boc	
32)	Ibuprofen 400mg tab 100tabs/box	
33)	Insulin Degludec (Tresiba Flex Touch) 5pcs/box	
34)	Ipratropium + Salbutamol 500 mcg + 2.5 mg, 2.5 mL Respiratory Solution 30 neb/box	
35)	Ketorolac 30 mg/mL, 1 mL ampule 10amps/box	
36)	Lidocaine 20% 50ml vial	

37)	Loperamide 2 mg Capsule 100caps/box	
38)	Losartan 100 mg tab 100tabs/box	
39)	Losartan 50mg tab 100s/box	
40)	Mannitol 500cc	
41)	Mefenamic Acid 500mg cap 100caps/box	
42)	Metformin 500mg tab 100tabs/box	
43)	Multivitamins Capsule 100caps/box	
44)	Nifedipine 10mg cap 100mg/box	
45)	Nifedipine 5mg cap 100caps/box	
46)	Paracetamol ampule 125mg/ml 2ml ampule 10amps/box	
47)	Phenytoin Sodium 100mg cap 100caps/bot	
48)	Phospolipids (Essentiale Forte) 50/box	
49)	Phytomenadione ampule 10mg/ml 1 ml solution 10 amps/box	
50)	Sodium Ascorbate 500mg cap 100caps/box	
51)	Tramadol 50 mg Capsule 100caps/box	
52)	Tramadol 50mg ampule 1ml 10amps/box	
53)	Tranexamic Acid 100mg/ml 5ml 10amps/box	
54)	Vitex Negundo 600mg tab 100tab/box	

# Technical Specifications

## LOT 2 – MEDICAL AND DENTAL SUPPLIES

Item	Specification	Statement of Compliance
28.	Aneroid Sphymomanometer (Baxtel)	
29.	Blood Glucose Monitoring Kit (Sinocare)	
30.	Dental Broken Root Drill Remnant Extractor	
31.	Dental Surgical Operation Stitching Tweezer	
32.	Desk type BP Apparatus (Baxtel)	
33.	First Aid Responder Trauma Bag with Supplies	
34.	Glucometer Strips (50 strips) and Lancet (50 lancets) per box (Sinocare)	
35.	Hamilton Type Examination Bed 58 inc x 20 inc x 34 inc	
36.	Insulin Syringe 1cc 100/box	
37.	Kidney Basin Stainles 12 inches	
38.	Luxator set (6 pcs)	
39.	Heavy Duty Slotted Angle Rack 6 Layers	
40.	Medical Grade Trash Can with foot Pedal (Color Blue)	
41.	Minor Surgical Set (16pcs)	
42.	Nebulizer kit with mouthpiece	
43.	Nebulizer Machine	
44.	Novofine Plus 32G 4mm needle 100/box	



45.	Oxygen Cannula	
46.	Oxygen Tank (with content ready to use) 50lbs	
47.	Oxygen Tank Regulator	
48.	Portable Oxygen Concentrator Machine 5L (Olive)	
49.	Soluset with 100ml Burette	
50.	Stainless Steel Emergency Room Cart	
51.	Stainless Sterilization Tray Box with Cover (30cm long/20cm wide/5.5cm thick)	
52.	Trash Bag (Black) Large Heavy Duty 100pcs/pack	
53.	Trash Bag (Yellow) Large Heavy Duty 100pcs/pack	
54.	Urine Bag	

## ***Section VIII. Checklist of Technical and Financial Documents***

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

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

#### Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Technical Specifications, which may include

production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**

- (f) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

- (g) 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:  
Expired LTO;

b) Application for renewal; and

c) Official Receipt as proof of payment for renewal.

- (h) Valid and current Certificate of Product Registration (CPR) issued by 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

Official Receipt as proof of payment for renewal.

#### Financial Documents

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

#### ***Class "B" Documents***

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

## **II. FINANCIAL COMPONENT ENVELOPE**

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

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

- (k) Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

- (1) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

