



Republic of the Philippines
Department of Justice
BUREAU OF CORRECTIONS
SAN RAMON PRISON AND PENAL FARM
Talisayan, Zamboanga City 7000



PHILIPPINE BIDDING DOCUMENTS

SUPPLY AND DELIVERY OF VARIOUS MEDICINES AND MEDICAL EQUIPMENT AND SUPPLIES FOR SRPPF PDL USE CY 2024

Sixth Edition
July 2020

Bids and Awards Committee 2024

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	12
9. Clarification and Amendment of Bidding Documents	12
10. Documents comprising the Bid: Eligibility and Technical Components	12
11. Documents comprising the Bid: Financial Component	12
12. Bid Prices	13
13. Bid and Payment Currencies	13
14. Bid Security	14
15. Sealing and Marking of Bids	14
16. Deadline for Submission of Bids	14
17. Opening and Preliminary Examination of Bids	14
18. Domestic Preference	15
19. Detailed Evaluation and Comparison of Bids	15
20. Post-Qualification	15
21. Signing of the Contract	15
Section III. Bid Data Sheet	16
Section IV. General Conditions of Contract	19
1. Scope of Contract	20
2. Advance Payment and Terms of Payment	20
3. Performance Security	20
4. Inspection and Tests	20
5. Warranty	21
6. Liability of the Supplier	21
Section V. Special Conditions of Contract	22
Section VI. Schedule of Requirements	27
Section VII. Technical Specifications	28
Section VIII. Checklist of Technical and Financial Documents	39

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



Republic of the Philippines
Department of Justice
BUREAU OF CORRECTIONS
SAN RAMON PRISON AND PENAL FARM
Talisayan, Zamboanga City 7000



INVITATION TO BID FOR SUPPLY AND DELIVERY OF VARIOUS MEDICINES AND MEDICAL EQUIPMENT AND SUPPLIES FOR SRPPF PDL USE CY 2024

1. The **Bureau of Corrections- San Ramon Prison and Penal Farm**, through the **General Appropriations Act (GAA) 2024** intends to apply the sum of **Six Million Five Hundred Seventy Thousand Six Hundred Eighty- Six Pesos (₱6,570,686.00)** being the ABC to payments under the contract for **SUPPLY AND DELIVERY OF VARIOUS MEDICINES AND MEDICAL EQUIPMENT AND SUPPLIES FOR SRPPF PDL USE CY 2024** with Identification Number 2024-03-056. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Bureau of Corrections- San Ramon Prison and Penal Farm** now invites bids for the above Procurement Project. Delivery of the Goods is required within **sixty (60) calendar days upon receipt of the 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. 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 **Bureau of Corrections- San Ramon Prison and Penal Farm** and inspect the Bidding Documents at the address given below during **Monday to Friday from 8:00am to 5:00pm**.

Bids and Awards Committee (BAC) Office, San Ramon Prison and Penal Farm, Brgy Talisayan, Zamboanga City, 7000

5. A complete set of Bidding Documents may be acquired by interested Bidders on **March 15- April 04, 2024 @ 08:59am** 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 **Ten Thousand Pesos (₱10,000.00)**.

The Procuring Entity shall allow the bidder to present its proof of payment for the fees and presented in person.

Bids and Awards Committee (BAC) Office, San Ramon Prison and Penal Farm, Brgy Talisayan, Zamboanga City, 7000


srppfbac@bucor.gov.ph

bucor.gov.ph

6. The ***Bureau of Corrections- San Ramon Prison and Penal Farm*** will hold a Pre-Bid Conference¹ on ***March 22, 2024 @ 09:00AM*** at ***BAC Office, San Ramon Prison and Penal Farm, Brgy Talisayan, Zamboanga City*** 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 above, on or before ***April 04, 2024 @ 09:00A.M.*** 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 ***April 04, 2024 @ 09:00A.M.*** at ***BAC Office, San Ramon Prison and Penal Farm, Brgy Talisayan, Zamboanga City.*** Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The ***Bureau of Corrections- San Ramon 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.
11. For further information, please refer to:
CO2 Floringaile D Sung sai/ CO2 Jerome M Rojas
BAC Secretariat
Bureau of Corrections- San Ramon Prison and Penal Farm,
Brgy. Talisayan, Zamboanga City
CP No. 09274270841/ 09451422530
srppfbac@bucor.gov.ph
12. You may visit the following website:

For downloading of Bidding Documents: bucor.gov.ph

Date of Issue: 15 March 2024



C/SINSP NONIE C FORRO
Chairperson, Bids and Award Committee
SRPPF, BuCor

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, ***Bureau of Corrections- San Ramon Prison and Penal Farm*** wishes to receive Bids for the ***SUPPLY AND DELIVERY OF VARIOUS MEDICINES AND MEDICAL EQUIPMENT AND SUPPLIES FOR SRPPF PDL USE CY 2024*** with Identification Number 2024-03-056

The Procurement Project ***SUPPLY AND DELIVERY OF VARIOUS MEDICINES AND MEDICAL EQUIPMENT AND SUPPLIES FOR SRPPF PDL USE CY 2024*** is composed *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 2024 in the amount of ***Six Million Five Hundred Seventy Thousand Six Hundred Eighty-Six Pesos (₱6,570,686.00)***

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.
- a. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 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 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 **BAC Office, San Ramon Prison and Penal Farm** 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 *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 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 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**. 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 copy 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.

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.

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 as **One Project having several items that shall be awarded as one contract**.
- 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

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

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

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. <i>Medicine, medical equipment and supplies</i> 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	<i>Subcontracting is not allowed.</i>
12	The price of the Goods shall be quoted DDP Bureau of Corrections – San Ramon Prison and Penal Farm Zamboanga City or the applicable International Commercial Terms (INCOTERMS) for this Project.
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> <ol style="list-style-type: none"> a. The amount of not less than ₱131,413.72 <i>[Indicate the amount equivalent to two percent (2%) of ABC]</i>, 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 ₱328,534.3 <i>[Indicate the amount equivalent to five percent (5%) of ABC]</i> if bid security is in Surety Bond.
19.3	One Project having several items that shall be awarded as one contract.
20.2	<p>Additional requirements during the submission and Opening of Bids:</p> <ol style="list-style-type: none"> 1. Company's License to Operate (LTO) from Food and Drug Administration (FDA) 2. Medicine's Certificate of Product Registration (CPR) from FDA 3. Company's Current Good Manufacturing Practice (CGMP) 4. Certification that the Manufacturer follows the rules and regulations of the FDA pertaining to Adverse Drug Reaction 5. Company's return policy, medicines expiring within six (6) months shall be returned to the supplier 6. Company's Certificate of Exclusive Distributorship for the authorized distributor, <u>if applicable.</u>

21.2	<p><i>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]</i></p> <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"> 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. Valid and Current Mayor's or Business Permit 5. Valid and Current Tax Clearance 6. Audited Financial Statement
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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

Special Conditions of Contract

GCC Clause	
1	<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 <i>to Supply Office, San Ramon Prison and Penal Farm, Zamboanga City</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>Health and Welfare Services, SRPPF</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"> 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: <ol style="list-style-type: none"> 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. <p>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.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [<i>indicate here the time period specified. If not used indicate a time period of three times the warranty period</i>].</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within [<i>insert appropriate time period</i>] months of placing the order.</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. 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</p> <p>Name of the Supplier</p> <p>Contract Description</p> <p>Final Destination</p>

	<p>Gross weight</p> <p>Any special lifting instructions</p> <p>Any special handling instructions</p> <p>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>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>

2.2	<i>“The terms of payment shall be quarterly basis.”</i>
4	<p>The inspections and tests that will be conducted are: <i>Complete delivery of Goods (One time delivery)</i> shall be inspected by the SRPPF Inspection and Acceptance Committee.</p> <p>Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> (i) Original and four copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount; (ii) Original and four copies delivery receipt; (iii) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel; (iv) Certificate of Acceptance/Inspection Report signed by the Procuring Entity’s representative at the Project Site; and (v) Four copies of the Invoice Receipt for Property signed by the Procuring Entity’s representative at the Project Site.

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Delivered, Weeks/Months
186	SUPPLY AND DELIVERY OF VARIOUS MEDICINES AND MEDICAL EQUIPMENT AND SUPPLIES FOR SRPPF PDL USE CY 2024	2 Lots	Within Sixty (60) Calendar Days Upon receipt of Notice to Proceed

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

NAME OF BIDDER (IN PRINT)

Duly Authorized to Sign Bid for and

on behalf of _____

Date

Section VII. Technical Specifications

Technical Specifications

Item	Specification			Statement of Compliance
				<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>
NO	QTY	UNIT	ITEMS	STATEMENT OF COMPLIANCE
1	3,000	Capsule	Alpha Lipoic acid 50mg, Lutein 8% 5mg, Lycopene 10% 2,000mcg, Chromium Picolinate 200mcg, Selenium Dioxide 45mcg	
2	1,000	Tablet	Acetylcysteine 600mg effervescent tablet	
3	1,000	Tablet	Aciclovir 200mg	
4	1,000	Tablet	Allopurinol 300mg	
5	2,000	Tablet	Aluminum hydroxide + Magnesium Hydroxide+Simethicone 178mg/233mg/30mg	
6	5000	Tablet	Amlodipine 10mg	

Technical Specifications

NO	QTY	UNIT	ITEMS	STATEMENT OF COMPLIANCE
7	3000	Tablet	Amlodipine 5mg	
8	2000	Tablet	Amlodipine 5mg + Losartan 50mg	
9	4,000	Capsule	Amoxicillin 500mg	
10	100	Vial	Ampicillin + Sulbactam 1g/500mg IV powder for injection	
11	5,000	Capsule	Ascorbic Acid + Zinc 500mg	
12	2000	Tablet	Atorvastatin 40mg	
13	200	Ampule	ATS Anti Tetanus 1500 iu	
14	800	Tablet	Azithromycin 500mg	
15	1500	Tablet	Betahistine 16mg	
16	100	Tube	Betamethasone	
17	100	Suppository	Bisacodyl 10mg	
18	2000	Tablet	Blumea Balsamifera, Sambong 500mg	
19	500	Tablet	Butamirate 50mg	
20	250	Pieces	Calamine + Zinc Oxide	
21	1000	Tablet	Captopril 25mg	
22	4,000	Tablet	Carbamazepine 200mg	
23	5000	Capsule	Carbocisteine 500mg	
24	400	Tablet	Carvedilol 6.25mg	
25	2000	Capsule	Cefalexin 500mg	
26	300	Vial	Ceftriaxone 1g powder for injection	

Technical Specifications

NO	QTY	UNIT	ITEMS	STATEMENT OF COMPLIANCE
27	300	Vial	Cefuroxime 750mg powder for injection	
28	2500	Capsule	Celecoxib 200mg	
29	5,000	Tablet	Cetirizine 10mg	
30	2000	Tablet	Chlorphenamine Maleate 4mg	
31	2000	Tablet	Ciprofloxacin 500mg	
32	300	Tablet	Citicoline 500mg	
33	1000	Capsule	Clindamycin 300mg	
34	200	Tablet	Clonidine hydrochloride 150mcg	
35	1000	Tablet	Clopidogrel 75mg	
36	50	Tube	Clotrimazole 10mg/g Cream	
37	1000	Capsule	Cloxacilin 500mg	
38	2000	Tablet	Co-Amoxiclav 625mg	
39	3,000	Tablet	Colchicine 500mcg	
40	150	Cans	Active Adult Nutritional Powder Drink	
41	400	Bottle	Dextrose 5% + Lactated Ringers, 1L	
42	400	Bottle	Dextrose 5% + Sodium Chloride 0.9%/1L	
43	100	Vial	Dextrose 50%,50 ml solution for injection	
44	400	Bottle	Dextrose Balanced Multiple Maintenance Solution,1L with 5% Dextrose	
45	600	Tablet	Diosmin 450mg + Hesperidin 50mg	

46	1,500	Capsule	Diphenhydramine 50mg	
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47	50	Ampule	Diphenhydramine 50mg/mL, 1mL solution for injection	
48	50	Ampule	Dopamine 40mg/ml, 5ml	
49	1000	Tablet	Furosemide 40mg	
50	500	Capsule	Gabapentin 300mg	
51	1,000	Tablet	Gliclazide 60mg	
52	100	Bottle	Glucose + Amino Acid + Electrolytes + Vitamin B1 solution infusion	
53	1,000	Vial	Hydrocortisone 100mg powder for injection	
54	1,000	Vial	Hydrocortisone 250mg powder for injection	
55	1000	Tablet	Hyoscine N-Butylbromide 10mg	
56	150	Tablet	Isosorbide Dinitrate 5mg	
57	300	Tablet	Isosorbide Mononitrate 60mg	
58	800	Tablet	Ketoanalogues + Essential Amino Acids	
59	70	Tube	Ketoconazole	
60	100	Ampule	Ketorolac 30mg/ml solution for injection	
61	2000	Capsule	Loperamide 2mg	
62	1000	Tablet	Loratadine 10mg	
63	3000	Tablet	Losartan 100mg	
64	5,000	Tablet	Losartan 50mg	
65	5,000	Capsule	Mefenamic Acid 500mg	
66	5000	Tablet	Metformin HCl 500mg	

67	300	Tablet	Methimazole 20mg	
68	100	Ampule	Metoclopramide 5mg/mL 2ml solution for injection	
69	2000	Tablet	Metoprolol 50mg	
70	3,000	Pieces	Metronidazole 500mg	
71	100	Vial	Metronidazole 5mg/mL (500mg/100mL)	
72	1,000	Tablet	Montelukast + Levocetirizine 10mg/5mg	
73	200	Tube	Mupirocin 2%	
74	2500	Tablet	Naproxen 500mg	
75	1500	Tablet	Olanzapine 10mg	
76	3,000	Capsule	Omeprazole 40mg	
77	200	Vial	Omeprazole 40mg powder for injection vial	
78	2,000	Sachet	Oral Rehydration Solution 5.125 powder for Oral Solution	
79	2000	Tablet	Paracetamol + Tramadol 325mg/37.5mg	
80	100	Ampule	Paracetamol 150mg/mL, 2mL	
81	10,000	Tablet	Paracetamol 500mg	
82	50	Bottle	Permethrin 5%, Lotion	
83	2000	Tablet	Phenylpropanolamine HCl 25mg + Chlorphenamine Maleate 2mg + Paracetamol 325mg	
84	2000	Tablet	Potassium Chloride 600mg	
85	2,500	Tablet	Prednisone 10mg	
86	1,000	Capsule	Pregabalin 75mg	
87	2000	Tablet	Propranolol 40mg	
88	2000	Tablet	Ranitidine 300mg	

89	800	Tablet	Risperidone 2mg	
90	2,000	Tablet	Rosuvastatin 20mg	
91	5000	Amp/Neb	Salbutamol 1mg/ml, 2.5ml	
92	5000	Tablet	Salbutamol 2mg	
93	2000	Tablet	Simvastatin 40mg	
94	1,200	Tablet	Spironolactone 25mg	
95	100	Tube	Sulfur Ointment	
96	1,000	Bar	Sulfur Soap	
97	300	Tablet	Tamsulosin 200mcg	
98	1000	Capsule	Tramadol 50mg	
99	100	Ampule	Tramadol 50mg/ml, 2ml	
100	100	Ampule	Tranexamic Acid 100mg/mL / 5ml Solution for Injection	
101	3000	Tablet	Trimetazidine 35mg	
102	10,000	Tablet	Vitamin B Complex	
103	200	Ampule	Vitamin B Complex	
104	2500	Capsule	Vitamins + Iron	
105	6,000	Capsule	Vitamins and Minerals, Chlorella Growth Factor... 250mg, L-Lysine 50mg, Taurine 50mg, Zinc Sulphate (eq. to 6.57mg elemental zinc) 18mg, Vit. A (as acetate) 550mcg, Vit. E 12mg, Vit. D3 5mcg, Vit. B1 1.2mg, Vit. B2 1.3mg, Vit. B6 1.3mg, Vit. B12 2.4mcg, Niacinamide 16mg, Folic Acid 400mcg, Ferrous Sulphate (eq. to elemental iron) 60mg, Sodium Ascorbate (eq. to 75.56mg Vit. C) 85mg	
106	1500	Tablet	Vitex Negundo (Lagundi) 600mg	

107	2	Roll	Absorbent Gauze 36" x 100 yards	
108	1	Unit	Ambulance Collapsible Stretcher	
109	15	Set	Aneroid Sphygmomanometer (Arm Manual)	
110	12	Set	Aneroid Sphygmomanometer (Desk Type)	
111	2	Set	Bag Valve Mask (Adult)	
112	2	Piece	Bandage Scissors 7" Stainless Steel	
113	2	Piece	Blade Handle #3	
114	2	Piece	Blade Handle #4	
115	4	Box	Blood Lancet, 200s	
116	50	Piece	Cadaver Bag	
117	2	Box	Chromic Catgut 2/0 (3.5 metric), ½ circle round bodied 40mm	
118	2	Box	Chromic Catgut Absorbable suture 3/0 (3 metric), ½ circle curved cutting 40mm	
119	25	Pack	Cotton Balls, 300s	
120	2	Box	Cover Slip	
121	10	Unit	Crutches	
122	10	Unit	Digital Thermometer	
123	250	Box	Disposable Face Mask, 50s	
124	10	Box	Disposable Syringe 1cc (Tuberculin), 100s	
125	50	Box	Drug Test Kit (Meth/THC)	
126	10	Piece	Elastic Bandage 4"	
127	1	Unit	Emergency Cart / Trolley with Cardiac Board (plastic)	
128	1	Box	Foley Catheter balloon 2-way fr16, 10s	
129	1	Box	Foley Catheter balloon 2-way fr18, 10s	

130	2	Box	Glass Slides	
131	1	Unit	Glucometer	
132	25	Box	Glucose Strips 50s (compatible with the brand of the glucometer)	
133	30	Box	HBsAg Test Kit	
134	5	Bottle	Hydrogen Peroxide 3%, 1L	
135	2	Piece	Instrument Tray with Cover, 8x12x2.5"	
136	5	Box	Insulin Syringe 0.5cc. G29 x 100s	
137	5	Box	Insulin Syringe 1cc. G29 x 100s	
138	2	Piece	Iris Scissors (curved)	
139	2	Piece	Iris Scissors (straight)	
140	30	Gallon	Isopropyl Alcohol 70% (3.7L)	
141	3	Set	IV Stand, 4 hook stainless	
142	2	Piece	Kelly Scissors (curved)	
143	2	Piece	Kelly Scissors (straight)	
144	2	Piece	Kidney Basin stainless, 10"	
145	1	Piece	Kidney Basin stainless, 12"	
146	25	Box	Latex Disposable Gloves (L)	
147	25	Box	Latex Disposable Gloves (M)	
148	20	Box	Leukoplast 5cmx5m	
149	100	Piece	Macroset/IV Infusion Set	
150	2	Piece	Mayo Scissors (curved), 7"	
151	2	Piece	Mayo Scissors (straight), 7"	
152	2	Piece	Mosquito Forceps (curved), 7"	
153	2	Piece	Mosquito Forceps (straight), 7"	
154	6	Piece	Nasogastric Tube Silicone Fr.14	
155	6	Piece	Nasogastric Tube Silicone Fr.16	

156	100	Piece	Nebulizing Kit	
157	2	Piece	Needle Holder, 7"	
158	10	Box	Nitrile Working Gloves (L)	
159	25	Piece	Oxygen Cannula	
160	25	Piece	Oxygen Mask	
161	5	Set	Oxygen Regulator	
162	3	Tank	Oxygen Tank 20lbs	
163	2	Piece	Penlight / Otoscope	
164	5	Gallon	Povidone Iodine 10% Solution	
165	5	Unit	Pulse Oximeter	
166	1	Piece	Rectangular Basin stainless	
167	3	Tray	Red Top Tube, 100s	
168	5	Piece	Retractable Tourniquet	
169	2	Piece	Round Basin stainless	
170	20	Piece	Soluset / Volumetric Set	
171	15	Box	Sterile Gauze Pad 4"x4x100s (individual pack)	
172	3	Gallon	Sterilizing Disinfecting Solution (Activated Glutaraldehyde Solution with Liquid Activator)	
173	5	Unit	Stethoscope	
174	2	Piece	Surgical Scissors (Curved), 8"	
175	2	Piece	Surgical Scissors (Straight), 8"	
176	2	Piece	Suture / Stitch Scissors	
177	1	Piece	Tablet/Pill Counter	
178	1	Piece	Test Tube Rack	
179	15	Piece	Test Tube, 10mL	
180	2	Piece	Thumb Forceps, 8"	
181	2	Piece	Tissue Forceps, 8"	

182	10	Piece	Triangular Bandage	
183	200	Piece	Urine Bag	
184	3	Tube	Urine Reagent Strips (standard), 100s	
185	3	Tray	Violet Top Tube, 100s	
186	5	Unit	Wheel Chair	

Additional Terms and Conditions:	Statement of Compliance
1. Company's License to Operate (LTO) from Food and Drug Administration (FDA).	
2. Medicine's Certificate of Product Registration (CPR) from FDA.	
3. Company's Current Good Manufacturing Practice (CGMP).	
4. Certification that the Manufacturer follows the rules and regulations of the FDA pertaining to Adverse Drug Reaction.	
5. Company's Certificate of Exclusive Distributorship for the authorized distributor, <u>if applicable.</u>	
6. Medicines should have at least eighteen (18) months shelf-life upon delivery.	
7. Food supplements should have at least eight (8) months shelf-life upon delivery.	

Name of Company/Bidder

Name and Signature of Bidder's Authorized Representative/ Date

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**
 - (e-1) Company’s License to Operate (LTO) from Food and Drug Administration (FDA)
 - (e-2) Medicine’s Certificate of Product Registration (CPR) from FDA
 - (e-3) Company’s Current Good Manufacturing Practice (CGMP)
 - (e-4) Certification that the Manufacturer follows the rules and regulations of the FDA pertaining to Adverse Drug Reaction
 - (e-5) Company’s Certificate of Exclusive Distributorship for the authorized distributor, **if applicable.**
- ☐ (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.

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) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* 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.
- ☐ (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Bidding Forms

COMPANY LETTERHEAD

Statement of ongoing government & private contracts

***SUPPLY AND DELIVERY OF VARIOUS MEDICINES AND
MEDICAL EQUIPMENT AND SUPPLIES FOR SRPPF PDL
USE CY 2024***

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 AND DELIVERY OF VARIOUS MEDICINES AND
MEDICAL EQUIPMENT AND SUPPLIES FOR SRPPF PDL
USE CY 2024***

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

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

CERTIFIED CORRECT:

Name and Signature of Authorized Representative

Position

Date

COMPANY LETTERHEAD

***SUPPLY AND DELIVERY OF VARIOUS MEDICINES AND
MEDICAL EQUIPMENT AND SUPPLIES FOR SRPPF PDL
USE CY 2024***

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

X-----X

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

To: **Bureau of Corrections**

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 Ten (10) 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. _____ 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 AND DELIVERY OF VARIOUS MEDICINES AND
MEDICAL EQUIPMENT AND SUPPLIES FOR SRPPF PDL
USE CY 2024***

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

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 responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].

9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of

the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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 AND DELIVERY OF VARIOUS MEDICINES AND
MEDICAL EQUIPMENT AND SUPPLIES FOR SRPPF PDL
USE CY 2024***

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 Audited Financial Statement submitted to the BIR.

Issued this _____ day of _____, 2023

Name & Signature of Authorized Representative

Position

Date

COMPANY LETTERHEAD

***SUPPLY AND DELIVERY OF VARIOUS MEDICINES AND
MEDICAL EQUIPMENT AND SUPPLIES FOR SRPPF PDL
USE CY 2024***

Bid Form

Date: _____
Invitation to Bid No: *[Insert Reference number]*

To: **Bids and Awards Committee**
San Ramon Prison and Penal Farm
Bureau of Corrections
Zamboanga City

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 AND DELIVERY OF VARIOUS MEDICINES AND MEDICAL EQUIPMENT AND SUPPLIES FOR SRPPF PDL USE CY 2024*** 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 you're 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 AND DELIVERY OF VARIOUS MEDICINES AND MEDICAL EQUIPMENT AND SUPPLIES FOR SRPPF PDL USE CY 2024.** *[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 AND DELIVERY OF VARIOUS MEDICINES AND MEDICAL EQUIPMENT AND SUPPLIES FOR SRPPF PDL USE CY 2024.**

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 _____

