



PHILIPPINE BIDDING DOCUMENTS

Supply & Delivery of Medicines & Medical Supplies

Sixth Edition April 2024

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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



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



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

- 1. The Leyte Regional Prison, through General Appropriations Act (GAA) of 2024 intends to apply the sum of Lot 1 – Three Million Nine Hundred Ninety-Nine Thousand Eight Hundred Ninety Pesos Only (₱3,999,890.00) being the ABC to payments under the contract for Supply & Delivery of Medicines with Identification Number BID2024-02A, and Lot 2 – Four Hundred Twenty-Seven Thousand Four Hundred Seventy-Three Pesos Only (₱427,473.00) being the ABC to payments under the contract for Supply & Delivery of Medical Supplies with Identification Number BID2024-02B. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.
- 2. The *Leyte Regional Prison* now invites bids for the above Procurement Project. Delivery of the Goods is required within *Forty-Five (45) calendar days from the receipt of Notice to Proceed*. Bidders should have completed, within the last two (2) years from the date of submission and receipt of bids, a contract similar to the Project equivalent to at least twenty-five percent (25%) of the ABC. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using a nondiscretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

- 4. Prospective Bidders may obtain further information from *Leyte Regional Prison* and inspect the Bidding Documents at the address given below during Monday to Friday from 8:00am to 5:00pm.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on April 11, 2024 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 only (₱5,000.00) for Lot 1, Five Hundred Pesos only (₱500.00) for Lot 2, and Five Thousand Pesos only (₱5,000.00) for Lot 1&2. The Procuring Entity shall allow the bidder to present its proof of payment for the fees and presented in person.

- 6. The Leyte Regional Prison will hold a Pre-Bid Conference on April 19, 2024 @ 9:00 am at LRP Administrative Building Conference Room which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before May 1, 2024 @ 8:55 am. Late bids shall not be accepted.
- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 9. Bid opening shall be on May 1, 2024 @ 9:00 am at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

ACTIVITES	DATE/TIME	VENUE
1. Sale and Issuance	April 11, 2024 8:00am to 5:00pm	Office of the BAC/BAC Secretariat,
of Bid Documents	to	Leyte Regional Prison,
	May 1, 2024 8:00am to 8:55am	Abuyog, Leyte
2. Pre Bid	April 19, 2024 9:00 am	Conference Room, Admin Building,
Conference	April 19, 2024 9.00 ani	LRP, Abuyog, Leyte
3. Submission and		Conference Room, Admin Building,
Opening of Bid	May 1, 2024 9:00 am	LRP, Abuyog, Leyte
Documents		LKr, Abuyog, Leyle

10 Schedule of the Bidding Activities shall be as follows:

- 11. The LRP BAC shall use non-discretionary and non-discriminatory measure based on sheer luck as a tie-breaking tool (draw lots) in the event that two or more bidders were declared as LCRB in-order to determine the final LCRB based on the following: i. In alphabetical order, the bidder shall pick one rolled paper ii. The lucky bidder who would pick a paper with "Congratulations" remark shall be declared as the final LCRB and recommended for the award of the contract.
- 12. The Leyte Regional Prison reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- For further information, please refer to: 13. **JERUEL GO** Office of the BAC Secretariat Levte Regional Prison, Abuyog, Leyte CP # 09455311532, Email: leurejz@yahoo.com
- 14. You may visit the following websites: For downloading of Bidding Documents: www.bucor.gov.ph/ www.philgeps.gov.ph

Date of Issue: April 11, 2024

MR. TRACY B. SORIANO PAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Leyte Regional Prison* wishes to receive Bids for the *Lot 1* – *Supply & Delivery of Medicines* with Identification Number *BID2024-02A*, and *Lot 2* – *Supply & Delivery of Medical Supplies* with Identification Number *BID2024-02B*.

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

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for 2024 in the amount of Lot 1 Three Million Nine Hundred Ninety-Nine Thousand Eight Hundred Ninety Pesos Only (₱3,999,890.00), and Lot 2 Four Hundred Twenty-Seven Thousand Four Hundred Seventy-Three Pesos Only (₱427,473.00).
 - a. The source of funding is General Appropriations Fund CY 2024.

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 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:
 - b. 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 *April 19, 2024* @ *9:00 am* at *LRP Administrative Building Conference Room* as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, exwarehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
 - b. For Goods offered from abroad:

- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
- ii. The price of other (incidental) services, if any, as listed 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 Declaration¹ 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 *August 28, 2024*. 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.

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. 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 *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

Bid Data Sheet

ITB	
Clause	
5.3	 For this purpose, contracts similar to the Project shall be: a. Any Supply & Delivery of Drugs, Medicines, Medical, Dental & Laboratory Supplies b. Completed within <i>the last two (2) years equivalent to at least twenty-five percent (25%) of the ABC</i>, prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed
12	No further instruction.
14.1	 The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or
	b. The amount of not less than five percent (5%) of ABC if bid security is in Surety Bond.
15	Electronic Copy/Electronic submission is not allowed Each Bidder shall submit one (1) original copy and three (3) photocopies of the first and second components of its Bid.
19.3	One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.
20.2	No further instruction.
21.2	 Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its; 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 7. Company's License to Operate (LTO) from Food and Drug Administration (FDA) 8. Medicine's Certificate of Product Registration (CPR) from FDA 9. Company's return policy, medicines expiring within six (6) months shall be returned to the supplier

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 prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

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

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

5. Warranty

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

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

GCC Clause 1 **Delivery and Documents –** 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: The delivery terms applicable to this Contract are delivered to Supply Office, Levte Regional Prison, Abuyog, Levte. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination." Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). For purposes of this Clause the Procuring Entity's Representative at the Project Site is the LRP Registered Pharmacist/end-user. All medicines must be delivered on working days and not later than 1:00pm. Incidental Services -The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: a. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; 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. Packaging -The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

Special Conditions of Contract

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

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

Name of the Procuring Entity Name of the Supplier Contract Description Final Destination

	Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications
	A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.
	Transportation – 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. 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. 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.
	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.
	Intellectual Property Rights – 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.
2.2	Advance payment is not allowed
4	The inspections and tests that will be conducted are: Partial/Complete Goods shall be inspected by the LRP Inspection and Acceptance Committee.

Inspection and acceptance will be conducted by the LRP Inspection and Acceptance Committee to the actual delivery at the Project Site (LRP). Goods with defect or non-compliant with the required specifications as stipulated in the approved Purchase Order/Technical Specifications shall be rejected and shall be replaced by the Supplier free of cost to the Procuring Entity within seven (7) calendar days

The Goods shall be accepted by the end user after passing the inspection of the LRP Inspection and Acceptance Committee.

The inspections and tests that will be conducted are;

- 1.) Upon delivery, the Goods shall undergo physical inspection by the LRP Inspection and Acceptance Committee of the PROCURING ENTITY to ascertain the physical condition and acceptability of the Goods.
- 2.) Actual counting inspection to determine the quantity and completeness of the medicines delivered in accordance to the Schedule of Requirements set in the Bidding Documents.
- 3.) Thorough inspection on medicines Registration Number, Generic Name, Brand Name, Dosage Strength, Dosage Form, Classification, Packaging, Manufacturer, Country of Origin, Trader, Issuance Date, & Expiry Date based on submitted CPR during the submission & opeing of bids. In case the Supplier fails to comply/non-responsive with regards to product required detailed specifications, the LRP has the right not to accept the item/s.
- 4.) All medicines must have at least two (2) years extrapolated shelf life.
- 5.) However, if the end user requested for purposes of laboratory analysis a random samples shall be selected by the end user of its duly authorized representative and witnessed by a representative from supplier. The tests to be conducted by FDA (Food and Drug Administration) and sample sizes are as follows:

a) Physico-Chemical Test

- i. Tablet/capsule 1 commercial presentation (min of 50 pcs.)
- ii. Liquid/Suspension Solution 60mlx6 bottles; 120ml x 6 bottles
- iii. Granules/Powders for Suspension 30ml x 6 bottles; 60ml x 6 bottles

b) Sterility Test

- i. Solid Preparations: Less than 50mg or more but 200mg or more minimum of 20 bottles
- ii. Liquid Preparations: 1ml to 100ml minimum of 20 bottles; 50ml to 1000ml- minimum of 6 bottles

c) Microbiological Test
i. Tablet/capsule – number of tablets/capsules equivalent to at least 20g
ii. Liquid Preparations – 500ml to 1000ml – minimum of 6 bottles
3) The supplier shall promptly replace the equivalent quantity of Goods taken as samples without cost to the PROCURING ENTITY.
4) Pending FDA analysis, said products should not be distributed to end-users nor shall it be used such time it is cleared by FDA laboratory testing.
5) If FDA inspection or results of laboratory analysis show major violations, the entire delivery shall be rejected and the company will not be allowed to participate in any future procurement activities of the agency.

Section VI. Schedule of Requirements





Supply & Delivery of Medicines and Medical Supplies 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.

#	Description	Qty	Dosage Form	Delivered, Weeks/Months
1	Amlodipine 5mg		tablet	45 C.D from the receipt of NTP
2	Amlodipine+Losartan 5/50mg	2000	tablet	45 C.D from the receipt of NTP
3	Amoxicillin 500mg	2000	capsule	45 C.D from the receipt of NTP
4	Ambroxol 75mg	2000	capsule	45 C.D from the receipt of NTP
5	Aspirin 80mg	200	tablet	45 C.D from the receipt of NTP
6	Atorvastatine calcium 40mg	5000	tablet	45 C.D from the receipt of NTP
7	Azithromycin 500mg	500	tablet	45 C.D from the receipt of NTP
8	betahistine 16mg	1000	tablet	45 C.D from the receipt of NTP
9	Butamirate citrate 50mg	2000	tablet	45 C.D from the receipt of NTP
10	Carbocistein 500mg	5000	capsule	45 C.D from the receipt of NTP
11	Cefuroxime 500mg	2000	tablet	45 C.D from the receipt of NTP
12	Celecoxib 200mg	3000	tablet	45 C.D from the receipt of NTP
13	Chlorpromazine 100mg	500	tablet	45 C.D from the receipt of NTP
14	Cinnarizine 25mg	1500	tablet	45 C.D from the receipt of NTP
15	Citicoline 500mg	5000	tablet	45 C.D from the receipt of NTP
16	Ketoconazole cream 10gms	100	tube	45 C.D from the receipt of NTP

LOT 1 - Supply & Delivery of Medicines:

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

CONFORME:

Name of Company in Print

Signature Printed Name of Authorized Representative





Supply & Delivery of Medicines and Medical Supplies 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.

#	Description	Qty	Dosage Form	Delivered, Weeks/Months
17	Cloxacillin 500mg	1000	capsule	45 C.D from the receipt of NTP
18	Co-amoxiclav 625mg	3000	tablet	45 C.D from the receipt of NTP
19	Dexa+Neo+poly Opth. drops 5ml	28	bottle	45 C.D from the receipt of NTP
20	Diclofenac sodium 50mg	10000	tablet	45 C.D from the receipt of NTP
21	diphenhydramine HCl 50mg	500	capsule	45 C.D from the receipt of NTP
22	Doxycycline 100mg	500	capsule	45 C.D from the receipt of NTP
23	furosemide 20mg	20	ampule	45 C.D from the receipt of NTP
24	Furosemide 40mg	1000	tablet	45 C.D from the receipt of NTP
25	Gliclazide 60mg MR	2000	tablet	45 C.D from the receipt of NTP
26	Gliclazide 80mg	1500	tablet	45 C.D from the receipt of NTP
27	Hexetidine solution 120ml	50	bottle	45 C.D from the receipt of NTP
28	Hyoscine-N-Butyl Bromide 10mg	1000	tablet	45 C.D from the receipt of NTP
29	Ibuprofen 200mg softgel	5000	capsule	45 C.D from the receipt of NTP
30	Isosorbide dinitrate 5mg/SL	100	tablet	45 C.D from the receipt of NTP
31	Isosorbide mononitrate 60mg MR	200	tablet	45 C.D from the receipt of NTP
32	IV fluids, 5% Dextrose LR	55	bottle	45 C.D from the receipt of NTP

LOT 1 - Supply & Delivery of Medicines:

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

CONFORME:

Name of Company in Print

Signature Printed Name of Authorized Representative





Supply & Delivery of Medicines and Medical Supplies 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.

#	Description	Qty	Dosage Form	Delivered, Weeks/Months
33	IV fluids, 0.9% NaCl	55	bottle	45 C.D from the receipt of NTP
34	Ketoconazole cream 2% 10gms	100	tube	45 C.D from the receipt of NTP
35	Lagundi 600mg	5000	tablet	45 C.D from the receipt of NTP
36	Linagliptin 5mg	5000	tablet	45 C.D from the receipt of NTP
37	Linagliptin+metformin 2.5/500mg	4000	tablet	45 C.D from the receipt of NTP
38	Loperamide 2mg	2000	capsule	45 C.D from the receipt of NTP
39	Losartan 50mg	90000	tablet	45 C.D from the receipt of NTP
40	mefenamic acid 500mg	8000	capsule	45 C.D from the receipt of NTP
41	Metoprolol 50mg	1000	tablet	45 C.D from the receipt of NTP
42	Metformin 500mg	5000	tablet	45 C.D from the receipt of NTP
43	Metoclopramide 10mg	200	tablet	45 C.D from the receipt of NTP
44	Multivitamin	10000	capsule	45 C.D from the receipt of NTP
45	Oral rehyration salt powder	500	sachet	45 C.D from the receipt of NTP
46	Phenytoin 100mg	1000	capsule	45 C.D from the receipt of NTP
47	Salbutamol+ipratropium 2.5mg/500mcg	100	ampoule	45 C.D from the receipt of NTP
48	Salbutamol	2000	rotacap	45 C.D from the receipt of NTP

LOT 1 - Supply & Delivery of Medicines:

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

CONFORME:

Name of Company in Print

Signature Printed Name of Authorized Representative





Supply & Delivery of Medicines and Medical Supplies 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.

Lor r - Suppy & Denvery of Medicines.					
#	Description	Qty	Dosage Form	Delivered, Weeks/Months	
49	Salbutamol 2mg	5000	tablet	45 C.D from the receipt of NTP	
50	Spironolactone 25mg	200	tablet	45 C.D from the receipt of NTP	
51	Simvastatine 40mg	3000	tablet	45 C.D from the receipt of NTP	
52	Silymarin +Vitamin B Complex	2000	capsule	45 C.D from the receipt of NTP	
53	Sitagliptin+Metformin50/500mg	2000	tablet	45 C.D from the receipt of NTP	
54	Sulfur ointment 15gms	200	tube	45 C.D from the receipt of NTP	
55	tamsolosin 200mcg	500	tablet	45 C.D from the receipt of NTP	
56	Tobramycin opth. Drops	20	bottle	45 C.D from the receipt of NTP	
57	Trimetazidine 35mg MR	5000	tablet	45 C.D from the receipt of NTP	
58	Vildagliptin +metformin 50/500mg	3000	tablet	45 C.D from the receipt of NTP	
59	Zinc oxide+calamine ointment	300	sachet	45 C.D from the receipt of NTP	
60	Biperidine Hcl 2mg	500	tablet	45 C.D from the receipt of NTP	
61	Rosuvastatin 10mg	2000	tablet	45 C.D from the receipt of NTP	
62	Candesartan 8mg	2000	tablet	45 C.D from the receipt of NTP	
63	Empagliflozin 25mg	1000	tablet	45 C.D from the receipt of NTP	
64	Ketoanalogue 600mg	1200	tablet	45 C.D from the receipt of NTP	

LOT 1 - Supply & Delivery of Medicines:

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

CONFORME:

Name of Company in Print

Signature Printed Name of Authorized Representative





Supply & Delivery of Medicines and Medical Supplies 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 - Supply & Delivery of Medical Supplies: # Description Oty Dosage

#	Description	Qty	Dosage Form	Delivered, Weeks/Months
1	Disenfectant solution	20	gallon	45 C.D from the receipt of NTP
2	Na hypochlorite solution	30	gallon	45 C.D from the receipt of NTP
3	Muriatic acid solution		liters	45 C.D from the receipt of NTP
4	Aneroid sphygmomanometer w/	20	set	45 C.D from the receipt of NTP
5	Adult pulse oximeter fingertip (durable)	10	pieces	45 C.D from the receipt of NTP
6	Digital body weighing scale (durable)	5	capsule	45 C.D from the receipt of NTP
7	telescopic height measuring rod	1	Unit	45 C.D from the receipt of NTP
8	Battery double AA (heavy duty)	50	pieces	45 C.D from the receipt of NTP
9	Battery triple AAA (heavy duty)	50	pieces	45 C.D from the receipt of NTP
10	hydrogen peroxide 10 volume	20	litrs	45 C.D from the receipt of NTP
11	Medical oxygen regulator	5	Unit	45 C.D from the receipt of NTP
12	Sphygmomanometer valve with bulb	20	pieces	45 C.D from the receipt of NTP
13	Light swan goose neck lamp	1	pieces	45 C.D from the receipt of NTP
14	IV stand	4	pieces	45 C.D from the receipt of NTP
15	Oxygen trolley (5-20 lbs)	2	pieces	45 C.D from the receipt of NTP
16	Nebulizer	5	Unit	45 C.D from the receipt of NTP
17	Drug testing kit (urine)	1000	kit	45 C.D from the receipt of NTP

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

CONFORME:

Name of Company in Print

Signature Printed Name of Authorized Representative





Supply & Delivery of Medicines and Medical Supplies 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.

#	Description	Qty	Dosage Form	Delivered, Weeks/Months
18	Mosquito forceps	2	pieces	45 C.D from the receipt of NTP
19	Bondage scissors	2	pieces	45 C.D from the receipt of NTP
20	Kidney basin stainless	4	pieces	45 C.D from the receipt of NTP
21	Urinal (male)	20	pieces	45 C.D from the receipt of NTP
22	cold compress bag	5	pieces	45 C.D from the receipt of NTP
23	heplock	20	pieces	45 C.D from the receipt of NTP
24	Lithium battery 3v (coin type)	30	pieces	45 C.D from the receipt of NTP
25	Sterile latex Surgical gloves #7, 50 pairs/box	5	box	45 C.D from the receipt of NTP
26	Examination disposable latex gloves powder free	100	box	45 C.D from the receipt of NTP
27	Glucometer one touch select simple set w/one touch select simple strip25's	10	set	45 C.D from the receipt of NTP
28	One touch select simple test strip 25's	50	box	45 C.D from the receipt of NTP
29	Acid fast stain, Medic (Ziel-Neelsen Hot Method)	3	set	45 C.D from the receipt of NTP
30	Wooden applicator stick 6" non-sterile (1000's)	5	box	45 C.D from the receipt of NTP
31	Blood typing sera A&B reagents (2btls)	1	set	45 C.D from the receipt of NTP
32	Blood typing sera Anti-D reagents	1	bottle	45 C.D from the receipt of NTP
33	Hot water bag	10	pieces	45 C.D from the receipt of NTP

LOT 2 - Supply & Delivery of Medical Supplies:

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

CONFORME:

Name of Company in Print

Signature Printed Name of Authorized Representative

Section VII. Technical Specifications





Section VII. Technical Specifications Supply & Delivery of Medicines and Medical Supplies LOT 1 - Supply & Delivery of Medicines

Item No.	Qty.	Dosage Form	Agency Specification	Bidder's Statement of Compliance
1	5000	tablet	Amlodipine 5mg	
2	2000	tablet	Amlodipine+Losartan 5/50mg	
3	2000	capsule	Amoxicillin 500mg	
4	2000	capsule	Ambroxol 75mg	
5	200	tablet	Aspirin 80mg	
6	5000	tablet	Atorvastatin calcium 40mg	
7	500	tablet	Azithromycin 500mg	
8	1000	tablet	betahistine 16mg	
9	2000	tablet	Butamirate citrate 50mg	
10	5000	capsule	Carbocistein 500mg	
11	2000	tablet	Cefuroxime 500mg	
12	3000	tablet	Celecoxib 200mg	
13	500	tablet	Chlorpromazine 100mg	
14	1500	tablet	Cinnarizine 25mg	
15	5000	tablet	Citicoline 500mg	
16	100	tube	Ketoconazole cream 10gms	

Name of Company

Signature over Printed Name of Authorized Representative





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

LOT 1 - Supply & Delivery of Medicines

Item No.	Qty.	Dosage Form	Agency Specification	Bidder's Statement of Compliance
17	1000	capsule	Cloxacillin 500mg	
18	3000	tablet	Co-amoxiclav 625mg	
19	28	bottle	Dexa+Neo+poly Opth. drops 5ml	
20	10000	tablet	Diclofenac sodium 50mg	
21	500	capsule	diphenhydramine HCl 50mg	
22	500	capsule	Doxycycline 100mg	
23	20	ampule	furosemide 20mg	
24	1000	tablet	Furosemide 40mg	
25	2000	tablet	Gliclazide 60mg MR	
26	1500	tablet	Gliclazide 80mg	
27	50	bottle	Hexetidine solution 120ml	
28	1000	tablet	Hyoscine-N-Butyl Bromide 10mg	
29	5000	capsule	Ibuprofen 200mg softgel	
30	100	tablet	Isosorbide dinitrate 5mg/SL	
31	200	tablet	Isosorbide mononitrate 60mg MR	
32	55	bottle	IV fluids, 5% Dextrose LR	

Name of Company

Signature over Printed Name of Authorized Representative




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

LOT 1 - Supply & Delivery of Medicines

Item No.	Qty.	Dosage Form	Agency Specification	Bidder's Statement of Compliance
33	55	bottle	IV fluids, 0.9% NaCl	
34	100	tube	Ketoconazole cream 2% 10gms	
35	5000	tablet	Lagundi 600mg	
36	5000	tablet	Linagliptin 5mg	
37	4000	tablet	Linagliptin+metformin 2.5/500mg	
38	2000	capsule	Loperamide 2mg	
39	90000	tablet	Losartan 50mg	
40	8000	capsule	mefenamic acid 500mg	
41	1000	tablet	Metoprolol 50mg	
42	5000	tablet	Metformin 500mg	
43	200	tablet	Metoclopramide 10mg	
44	10000	capsule	Multivitamin	
45	500	sachet	Oral rehyration salt powder	
46	1000	capsule	Phenytoin 100mg	
47	100	ampoule	Salbutamol+ipratropium 2.5mg/500mcg	
48	2000	rotacap	Salbutamol	

Name of Company

Signature over Printed Name of Authorized Representative





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

LOT 1 - Supply & Delivery of Medicines

Item No.	Qty.	Dosage Form	Agency Specification	Bidder's Statement of Compliance
49	5000	tablet	Salbutamol 2mg	
50	200	tablet	Spironolactone 25mg	
51	3000	tablet	Simvastatine 40mg	
52	2000	capsule	Silymarin +Vitamin B Complex	
53	2000	tablet	Sitagliptin+Metformin50/500mg	
54	200	tube	Sulfur ointment 15gms	
55	500	tablet	tamsolosin 200mcg	
56	20	bottle	Tobramycin opth. Drops	
57	5000	tablet	Trimetazidine 35mg MR	
58	3000	tablet	Vildagliptin +metformin 50/500mg	
59	300	sachet	Zinc oxide+calamine ointment	
60	500	tablet	Biperidine Hcl 2mg	
61	2000	tablet	Rosuvastatin 10mg	
62	2000	tablet	Candesartan 8mg	
63	1000	tablet	Empagliflozin 25mg	
64	1200	tablet	Ketoanalogue 600mg	

Name of Company

Signature over Printed Name of Authorized Representative





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

LOT 2 - Supply & Delivery of Medical Supplies

Item No.	Qty.	Dosage Form	Agency Specification	Bidder's Statement of Compliance
1	20	gallon	Disenfectant solution	
2	30	gallon	Na hypochlorite solution	
3	100	liters	Muriatic acid solution	
4	20	set	Aneroid sphygmomanometer w/ stetoscope (durable)	
5	10	pieces	Adult pulse oximeter fingertip (durable)	
6	5	capsule	Digital body weighing scale (durable)	
7	1	Unit	telescopic height measuring rod	
8	50	pieces	Battery double AA (heavy duty)	
9	50	pieces	Battery triple AAA (heavy duty)	
10	20	litrs	hydrogen peroxide 10 volume	
11	5	Unit	Medical oxygen regulator	
12	20	pieces	Sphygmomanometer valve with bulb	
13	1	pieces	Light swan goose neck lamp	
14	4	pieces	IV stand	
15	2	pieces	Oxygen trolley (5-20 lbs)	
16	5	Unit	Nebulizer	
17	1000	kit	Drug testing kit (urine)	

Name of Company

Signature over Printed Name of Authorized Representative





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

LOT 2 - Supply & Delivery of Medical Supplies

Item No.	Qty.	Dosage Form	Agency Specification	Bidder's Statement of Compliance
18	2	pieces	Mosquito forceps	
19	2	pieces	Bondage scissors	
20	4	pieces	Kidney basin stainless	
21	20	pieces	Urinal (male)	
22	5	pieces	cold compress bag	
23	20	pieces	heplock	
24	30	pieces	Lithium battery 3v (coin type)	
25	5	box	Sterile latex Surgical gloves #7, 50 pairs/box	
26	100	box	Examination disposable latex gloves powder free	
27	10	set	Glucometer one touch select simple set w/one touch select simple strip25's	
28	50	box	One touch select simple test strip 25's	
29	3	set	Acid fast stain, Medic (Ziel-Neelsen Hot Method)	
30	5	box	Wooden applicator stick 6" non-sterile (1000's)	
31	1	set	Blood typing sera A&B reagents (2btls)	
32	1	bottle	Blood typing sera Anti-D reagents	
33	10	pieces	Hot water bag	

Name of Company

Signature over Printed Name of Authorized Representative

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 <u>or</u> Original copy of Notarized Bid Securing Declaration; <u>and</u>
- □ (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) <u>and</u> 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

 \Box (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence <u>or</u> 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

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

Section IX. Bidding Forms

Statement of ongoing government & private contracts

Supply & Delivery of Medicines and Medical Supplies Bid Reference No.: <u>BID2024-02</u>

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

CERTIFIED CORRECT:

Name and Signature of Authorized Representative

Position

Statement of Single Largest Completed Contract

Supply & Delivery of Medicines and Medical Supplies Bid Reference No.: <u>BID2024-02</u>

Statement of Single (1) Largest Completed Contract of Similar in nature within the last two (2) years from the date of submission and receipt of bids amounting to at least twenty-five percent (25%) of the Approved Budget of the Contract (ABC)

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

CERTIFIED CORRECT:

Name and Signature of Authorized Representative

Position

Supply & Delivery of Medicines and Medical Supplies Bid Reference No.: BID2024-02

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)

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

Where:

CA	=	Current Assets
CL	=	Current Liabilities
С	=	value of all outstanding or uncompleted portions of the
		Projects under going contracts, including awarded contracts
		Yet to be started coinciding with the contract for this Project

NOTE:

The values of the bidder's current assets and current liabilities shall be based on the data submitted to the BIR, through its Electronic Filing and Payment System (EFPS). (Per GPPB Resolution No. 20-2013, July 13, 2013)

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

Issued this ______ day of ______ 2024

Name & Signature of Authorized Representative

Position

Supply & Delivery of Medicines and Medical Supplies Bid Reference No.: <u>BID2024-02</u>

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

X-----X

BID SECURING DECLARATION

Invitation to Bid: [Insert Reference number]

To: Leyte Regional Prison

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]

[Insert Signatory's Legal Capacity] Affiant

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

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

NAME OF NOTARY PUBLIC

Serial No. of Co	ommission
Notary Public fo	or until
Roll of Attorney	vs No
PTR No.	_[date issued], [place issued]
IBP No	[date issued], [place issued]

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

Supply & Delivery of Medicines and Medical Supplies Bid Reference No.: <u>BID2024-02</u>

Omnibus Sworn Statement

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

AFFIDAVIT

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

1. Select one, delete the other:

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

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

2. Select one, delete the other:

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

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

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;

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

6. Select one, delete the rest:

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

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

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

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *Supply & Delivery of Medicines and Medical Supplies*.
- 9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of ____, 20___ at ____, Philippines.

Bidder's Representative/Authorized Signatory

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

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

NAME OF NOTARY PUBLIC

Serial No. of Com	nission
Notary Public for _	until
Roll of Attorneys N	No
PTR No [date issued], [place issued]
IBP No [6	date issued], [place issued]

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

Supply & Delivery of Medicines and Medical Supplies Bid Reference No.: <u>BID2024-02</u>

Bid Form

Date: ______ Invitation to Bid N°: _____

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

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *Supply & Delivery of Medicines and Medical Supplies* in conformity with the said Bidding Documents for the sum of ______ P _____ or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

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

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 17.1 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

(if none, state "None")

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

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

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

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

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

Dated this _____ day of _____ 2024.

[Signature over Printed Name] [In the capacity of]

Duly authorized to sign Bid for and on behalf of _____





SCHEDULE OF PRICES

Supply & Delivery of Medicines and Medical Supplies Bid Reference No.: <u>BID2024-02</u>

LOT 1 - Supply & Delivery of Medicines

		- Suppi	y & Delivery of Medicines			
Item No.	Qty.	Unit of Issue	Agency Specification	Unit Price	Total Bid Price Inclusive of VAT	ABC
1	5000	tablet	Amlodipine 5mg			30,000.00
2	2000	tablet	Amlodipine+Losartan 5/50mg			79,000.00
3	2000	capsule	Amoxicillin 500mg			11,700.00
4	2000	capsule	Ambroxol 75mg			35,000.00
5	200	tablet	Aspirin 80mg			800.00
6	5000	tablet	Atorvastatin calcium 40mg			154,250.00
7	500	tablet	Azithromycin 500mg			40,000.00
8	1000	tablet	betahistine 16mg			31,500.00
9	2000	tablet	Butamirate citrate 50mg			47,580.00
10	5000	capsule	Carbocistein 500mg			35,000.00
11	2000	tablet	Cefuroxime 500mg			86,000.00
12	3000	tablet	Celecoxib 200mg			64,500.00
13	500	tablet	Chlorpromazine 100mg			6,500.00
14	1500	tablet	Cinnarizine 25mg			12,000.00
15	5000	tablet	Citicoline 500mg			247,500.00
16	100	tube	Ketoconazole cream 10gms			36,000.00

Name of Company

Signature over Printed Name of Authorized Representative





SCHEDULE OF PRICES

Supply & Delivery of Medicines and Medical Supplies Bid Reference No.: <u>BID2024-02</u>

LOT 1 - Supply & Delivery of Medicines

LOT I - Supply & Derivery of Medicines							
Item No.	Qty.	Unit of Issue	Agency Specification	Unit Price	Total Bid Price Inclusive of VAT	ABC	
17	1000	capsule	Cloxacillin 500mg			9,200.00	
18	3000	tablet	Co-amoxiclav 625mg			126,000.00	
19	28	bottle	Dexa+Neo+poly Opth. drops 5ml			7,000.00	
20	10000	tablet	Diclofenac sodium 50mg			40,000.00	
21	500	capsule	diphenhydramine HCl 50mg			2,950.00	
22	500	capsule	Doxycycline 100mg			7,500.00	
23	20	ampule	furosemide 20mg			360.00	
24	1000	tablet	Furosemide 40mg			6,000.00	
25	2000	tablet	Gliclazide 60mg MR			106,600.00	
26	1500	tablet	Gliclazide 80mg			13,500.00	
27	50	bottle	Hexetidine solution 120ml			1,250.00	
28	1000	tablet	Hyoscine-N-Butyl Bromide 10mg			9,500.00	
29	5000	capsule	Ibuprofen 200mg softgel			60,000.00	
30	100	tablet	Isosorbide dinitrate 5mg/SL			2,800.00	
31	200	tablet	Isosorbide mononitrate 60mg MR			3,000.00	
32	55	bottle	IV fluids, 5% Dextrose LR			8,250.00	

Name of Company

Signature over Printed Name of Authorized Representative





SCHEDULE OF PRICES

Supply & Delivery of Medicines and Medical Supplies Bid Reference No.: <u>BID2024-02</u>

LOT 1 - Supply & Delivery of Medicines

Item No.	Qty.	Unit of Issue	Agency Specification	Unit Price	Total Bid Price Inclusive of VAT	ABC
33	55	bottle	IV fluids, 0.9% NaCl			8,250.00
34	100	tube	Ketoconazole cream 2% 10gms			36,000.00
35	5000	tablet	Lagundi 600mg			69,000.00
36	5000	tablet	Linagliptin 5mg			275,000.00
37	4000	tablet	Linagliptin+metformin 2.5/500mg			140,000.00
38	2000	capsule	Loperamide 2mg			8,000.00
39	90000	tablet	Losartan 50mg			1,080,000.00
40	8000	capsule	mefenamic acid 500mg			56,000.00
41	1000	tablet	Metoprolol 50mg			6,000.00
42	5000	tablet	Metformin 500mg			22,500.00
43	200	tablet	Metoclopramide 10mg			900.00
44	10000	capsule	Multivitamin			115,000.00
45	500	sachet	Oral rehyration salt powder			7,000.00
46	1000	capsule	Phenytoin 100mg			32,000.00
47	100	ampoule	Salbutamol+ipratropium 2.5mg/500mcg			1,800.00
48	2000	rotacap	Salbutamol			24,000.00

Name of Company

Signature over Printed Name of Authorized Representative





SCHEDULE OF PRICES

Supply & Delivery of Medicines and Medical Supplies Bid Reference No.: <u>BID2024-02</u>

LOT 1 - Supply & Delivery of Medicines

LOT 1 - Supply & Derivery of Medicines							
Item No.	Qty.	Unit of Issue	Agency Specification	Unit Price	Total Bid Price Inclusive of VAT	ABC	
49	5000	tablet	Salbutamol 2mg			32,500.00	
50	200	tablet	Spironolactone 25mg			7,000.00	
51	3000	tablet	Simvastatine 40mg			28,500.00	
52	2000	capsule	Silymarin +Vitamin B Complex			65,000.00	
53	2000	tablet	Sitagliptin+Metformin50/500mg			74,000.00	
54	200	tube	Sulfur ointment 15gms			22,000.00	
55	500	tablet	tamsolosin 200mcg			26,000.00	
56	20	bottle	Tobramycin opth. Drops			6,000.00	
57	5000	tablet	Trimetazidine 35mg MR			175,000.00	
58	3000	tablet	Vildagliptin +metformin 50/500mg			117,000.00	
59	300	sachet	Zinc oxide+calamine ointment			21,600.00	
60	500	tablet	Biperidine Hcl 2mg			9,000.00	
61	2000	tablet	Rosuvastatin 10mg			64,000.00	
62	2000	tablet	Candesartan 8mg			47,000.00	
63	1000	tablet	Empagliflozin 25mg			57,000.00	
64	1200	tablet	Ketoanalogue 600mg			45,600.00	

Name of Company

Signature over Printed Name of Authorized Representative





SCHEDULE OF PRICES

Supply & Delivery of Medicines and Medical Supplies Bid Reference No.: <u>BID2024-02</u>

LOT 2 - Supply & Delivery of Medical Supplies

		- ~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	y a Denvery of Mealean Supplies			
Item No.	Qty.	Unit of Issue	Agency Specification	Unit Price	Total Bid Price Inclusive of VAT	ABC
1	20	gallon	Disenfectant solution			36,000.00
2	30	gallon	Na hypochlorite solution			7,500.00
3	100	liters	Muriatic acid solution			25,000.00
4	20	set	Aneroid sphygmomanometer w/ stetoscope			65,000.00
5	10	pieces	Adult pulse oximeter fingertip (durable)			17,500.00
6	5	capsule	Digital body weighing scale (durable)			7,750.00
7	1	Unit	telescopic height measuring rod			3,800.00
8	50	pieces	Battery double AA (heavy duty)			4,500.00
9	50	pieces	Battery triple AAA (heavy duty)			4,500.00
10	20	litrs	hydrogen peroxide 10 volume			2,200.00
11	5	Unit	Medical oxygen regulator			10,000.00
12	20	pieces	Sphygmomanometer valve with bulb			5,440.00
13	1	pieces	Light swan goose neck lamp			2,500.00
14	4	pieces	IV stand			8,800.00
15	2	pieces	Oxygen trolley (5-20 lbs)			7,000.00
16	5	Unit	Nebulizer			8,000.00
17	1000	kit	Drug testing kit (urine)			90,000.00

Name of Company

Signature over Printed Name of Authorized Representative





SCHEDULE OF PRICES

Supply & Delivery of Medicines and Medical Supplies Bid Reference No.: <u>BID2024-02</u>

LOT 2 - Supply & Delivery of Medical Supplies

	101	- Babbi	y & Denvery of Medical Supplies	-		
Item No.	Qty.	Unit of Issue	Agency Specification	Unit Price	Total Bid Price Inclusive of VAT	ABC
S18	2	pieces	Mosquito forceps			320.00
19	2	pieces	Bondage scissors			360.00
20	4	pieces	Kidney basin stainless			2,480.00
21	20	pieces	Urinal (male)			1,700.00
22	5	pieces	cold compress bag			600.00
23	20	pieces	heplock			300.00
24	30	pieces	Lithium battery 3v (coin type)			3,000.00
25	5	box	Sterile latex Surgical gloves #7, 50 pairs/box			3,750.00
26	100	box	Examination disposable latex gloves powder free			35,000.00
27	10	set	Glucometer one touch select simple set w/one touch select simple strip25's			18,000.00
28	50	box	One touch select simple test strip 25's			42,500.00
29	3	set	Acid fast stain, Medic (Ziel-Neelsen Hot Method)			10,368.00
30	5	box	Wooden applicator stick 6" non-sterile (1000's)			725.00
31	1	set	Blood typing sera A&B reagents (2btls)			1,255.00
32	1	bottle	Blood typing sera Anti-D reagents			725.00
33	10	pieces	Hot water bag			900.00

Name of Company

Signature over Printed Name of Authorized Representative

