

# PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

# Procurement of GOODS

Government of the Republic of the Philippines

*Name of the Project: “Pharmaceutical Supplies”*

*ITB No.: 005.23*

*Procuring Entity: Philippine Heart Center*

*East Avenue, Quezon City*

**Sixth Edition**

**July 2020**

# Preface

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

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

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

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

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

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.

For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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# ***Glossary of Acronyms, Terms, and Abbreviations***

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

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

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

**EXW** – Ex works.

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

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

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

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

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.



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

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

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

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

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

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

# *Philippine Heart Center*

## **INVITATION TO BID FOR “PHARMACEUTICAL SUPPLIES”**

1. The *Philippine Heart Center (PHC)*, through the *PHC Corporate Operating Budget for CY 2023* intends to apply the sum of ***Php211,865,601.50*** being the ABC to payments under the contract for ***“Pharmaceutical Supplies”***. Bids received in excess of the ABC shall be automatically rejected at bid opening.

***Select this for lot-procurement:***

The *Philippine Heart Center (PHC)*, through the *PHC Corporate Operating Budget for CY 2023* intends to apply the sum of *Php211,865,601.50* being the ABC to payments under the contract for each lot/item. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

2. The *Philippine Heart Center (PHC)* now invites bids for the above Procurement Project. Delivery of the Goods is required by **10 Calendar Days**. Bidders should have completed, within ***the past 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.

*[Select one of the two following paragraphs and delete the other depending on the existence of conditions under Section 23.4.1.2 of the 2016 revised IRR of RA No. 9184]*

a. *[Select this paragraph if conditions (a), (c), and (d) under Section 23.4.1.2 of the 2016 revised IRR of RA No. 9184 do not exist:]* 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 *Philippine Heart Center (PHC)* and inspect the Bidding Documents at the address given below during **8:00am to 5:00pm Monday to Friday**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **February 6, 2023** from the given address and upon payment of the applicable fee for the Bidding Documents per Line Item. The Procuring Entity shall allow the bidder to

present its proof of payment for the fees in cash and *presented by the authorized person.*

*[NOTE: For lot procurement, the maximum fee for the Bidding Documents for each lot shall be based on its ABC, in accordance with the Guidelines issued by the GPPB; provided that the total fees for the Bidding Documents of all lots shall not exceed the maximum fee prescribed in the Guidelines for the sum of the ABC of all lots.]*

6. The *Philippine Heart Center (PHC)* will hold a Pre-Bid Conference<sup>1</sup> on *February 13, 2023, 9:00am* at *DAPA Hall, MAB Building, PHC*, 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 *February 28, 2023, 9:00am*. Late bids shall not be accepted.

PHC-Bids and Awards Committee  
DAPA Hall, MAB Building, PHC

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 *February 28, 2023, 9:00am* at *DAPA Hall, MAB Building, PHC*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. *[Insert such other necessary information deemed relevant by the Procuring Entity such as the use of a back-up data or cloud storage for large files uploaded for online bid submissions]*
11. The *Philippine Heart Center (PHC)* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

***PHC-BAC Secretariat***  
*Bids and Awards Committee*  
*Philippine Heart Center*  
*East Avenue, Quezon City*  
*Telefax No. 925-24-01 local 4059*  
*PHC Website: [www.phc.gov.ph](http://www.phc.gov.ph)*

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

13. You may visit the following websites:

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

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**MARIETTA A. VELASCO, RN, MAN, MBAH**  
BAC Chairman for Pharmaceutical  
Supplies and Medical Equipment

## Section II. Instructions to Bidders

### Notes on the Instructions to Bidders

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

#### 1. Color codes for folders

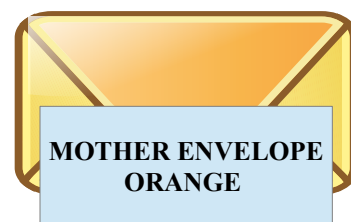
- 1.1. Folder 1 – (ORANGE) Eligibility and Technical Components
- 1.2. Folder 2 – (YELLOW) Financial Components

#### SAMPLE SEALING AND MARKING OF BIDS :

##### ORANGE



##### YELLOW



**SAMPLE FORMAT OF LABELED ENVELOPE:**

Original, Copy1 and Copy 2 of Technical & Financial Component :

**ORIGINAL – TECHNICAL COMPONENT**

**MARIETTA A. VELASCO, RN, MAN, MBAH**  
Chairman BAC for Pharmaceutical Supplies and Medical Equipment  
PHILIPPINE HEART CENTER  
East Avenue, Quezon City

Project : **TITLE OF THE PROJECT**  
ITB No.:

Submitted by : **BIDDER'S COMPANY NAME**  
**BIDDER'S CONTACT DETAILS**

**DO NOT OPEN BEFORE : DATE OF OPENING / TIME**

**ORIGINAL – FINANCIAL COMPONENT**

**MARIETTA A. VELASCO, RN, MAN, MBAH**  
Chairman BAC for Pharmaceutical Supplies and Medical Equipment  
PHILIPPINE HEART CENTER  
East Avenue, Quezon City

Project : **TITLE OF THE PROJECT**  
ITB No.:

Submitted by : **BIDDER'S COMPANY NAME**  
**BIDDER'S CONTACT DETAILS**

**DO NOT OPEN BEFORE : DATE OF OPENING / TIME**

2. Entries of bidding documents should be properly tabbed, Technical Specifications with paging and highlights.

*Directions in filling up Schedule VII (Technical Specifications) – page 37*

**in filling-up the matrix on Statement of Compliance, the bidder shall provide relevant characteristics on each of the specific parameter such as its location in terms of the particular page, heading, and other provisions stated in the brochure, technical listing, operation manual.**

**To provide administrative ease in our evaluation, the bidder is required to provide a tab on each of the specific parameter (each correspondingly marked as Annex “A”, Annex “B”, etc.) for easy reference and validation purpose.**

3. Provisions of certificates for items not found in the brochures
4. Provide listing of spare parts and accessories, if listed in the Technical Specification as a requirement.
5. For EQUIPMENT: demo unit should be of the same bid model
6. No video recording/picture taking while BAC Session is on-going
7. Observance of health safety protocols
8. Certificate of Simplified Supplier's Registration (CSSR) for a fee of *Php1,500.00* - OPTIONAL

## **1. Scope of Bid**

The Procuring Entity, *Philippine Heart Center* wishes to receive Bids for the *Pharmaceutical Supplies*, with identification number *ITB.005.23*.

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

The Procurement Project (referred to herein as “Project”) is composed of *[indicate number of lots or items]*, 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 *[indicate funding year]* in the amount of *[indicate amount]*.

2.2. The source of funding is:

- a. GOCC and GFIs, the proposed Corporate Operating Budget.

## **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. *[Select one, delete other/s]*
  - a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
    - i.i. When the Goods sought to be procured are not available from local suppliers; or
  - b. 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.a.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:

- 1.1.a. Subcontracting is not allowed.

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address *{[insert if applicable]}* 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.a.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.a.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *the past 2 years* prior to the deadline for the submission and receipt of bids.

10.a.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:

1.1.a. For Goods offered from within the Procuring Entity's country:

- i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
- ii. The cost of all customs duties and sales and other taxes already paid or payable;
- iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
- iv. The price of other (incidental) services, if any, listed in e.

1.1.b. For Goods offered from abroad:

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

### 13. Bid and Payment Currencies

13.a.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.a.2. Payment of the contract price shall be made in:

- 1.1.a. Philippine Pesos.

### 14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until *[indicate date]*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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

## **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 (**copy 1 and copy 2**) 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.

ENVELOPE 1 shall contain the following Orange Folders in three separate envelopes properly marked as:

ORANGE FOLDER (1) – Original copies of Eligibility and Technical Documents as described in ITB Clause 20 (This should be enclosed in an envelope marked “*ORIGINAL ELIGIBILITY and TECHNICAL COMPONENT*”)

ORANGE FOLDER (2) – Original copies of Eligibility and Technical Documents as described in ITB Clause 20 (This should be enclosed in an envelope marked “*COPY NO.1 - ELIGIBILITY and TECHNICAL COMPONENT*”)

ORANGE FOLDER (3) – Original copies of Eligibility and Technical Documents as described in ITB Clause 20 (This should be enclosed in an envelope marked “*COPY NO.2 – ELIGIBILITY and TECHNICAL COMPONENT*”)

ENVELOPE 2 shall contain the following Yellow Folders in three separate envelopes properly marked as:

YELLOW FOLDER (1) – Original copies of the Financial Documents as described in ITB Clause 20 (This should be enclosed in an envelope marked “*ORIGINAL FINANCIAL COMPONENT*”)

YELLOW FOLDER (2) – Original copies of the Financial Documents as described in ITB Clause 20 (This should be enclosed in an envelope marked “*COPY NO. 1 - FINANCIAL COMPONENT*”)

YELLOW FOLDER (3) – Original copies of the Financial Documents as described in ITB Clause 20 (This should be enclosed in an envelope marked “*COPY NO. 2 - FINANCIAL COMPONENT*”)

## **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 may be. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:  
  
Option 2 – One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.  
  
Option 3 - One Project having several items, which shall be awarded as separate contracts per item.
- 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, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

## **21. Signing of the Contract**

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

## ***Section III. Bid Data Sheet***

### **Notes on the Bid Data Sheet**

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

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

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

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

## Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> <li>a. <i>Pharmaceutical Supplies.</i></li> <li>b. completed within <b><i>the past 2 years</i></b> prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	Not Applicable
12	The price of the Goods shall be quoted DDP [ <i>state place of destination</i> ] or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> <li>a. The amount of not less than <b><i>Php4,237,312.03</i></b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b><i>Php10,593,280.075</i></b> if bid security is in Surety Bond.</li> </ul>
19.3	<i>[In case the Project will be awarded by lot, list the grouping of lots by specifying the group title, items, and the quantity for every identified lot, and the corresponding ABC for each lot.]</i>  <i>[In case the project will be awarded by item, list each item indicating its quantity and ABC.]</i>
20.2	<i>The Product should pass the scrutiny of the PHC-Therapeutic Committee</i>
21.2	<i>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]</i>



## ***Section IV. General Conditions of Contract***

### **Notes on the General Conditions of Contract**

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

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

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

## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

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

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

## 3. Performance Security

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

## 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (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**

- 6.1. 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.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

## **6. Liability of the Supplier**

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

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

## ***Section V. Special Conditions of Contract***

### **Notes on the Special Conditions of Contract**

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

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

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

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

## Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</i>.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: <i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> </ol>

	<p>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>f. <i>[Specify additional incidental service requirements, as needed.]</i></p> <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><b>Spare Parts –</b></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> <p><i>Select appropriate requirements and delete the rest.</i></p> <p>2.i.1.a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and</p> <p>2.i.1.b. in the event of termination of production of the spare parts:</p> <p>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</p> <p>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</p> <p>The spare parts and other components required are listed in <b>Section VI (Schedule of Requirements)</b> and the cost 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>
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	<p><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity  Name of the Supplier  Contract Description  Final Destination  Gross weight  Any special lifting instructions  Any special handling instructions  Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p><i>[If partial payment is allowed, state]</i> “The terms of payment shall be as follows: _____.”</p>
4	<p>The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i></p>



## **A. Determination of Lowest Calculated Bidder**

## **B. Detailed Bid Evaluation (Eligibility and Technical Specification)**

### **C. Post-Qualification**

**The post-qualification shall verify, validate, and ascertain all statements made and documents submitted by the bidder with the Lowest Calculated Bid/Highest Rated Bid, using non-discretionary criteria, as stated in the Bidding Documents. These criteria shall consider, but shall not be limited to, the following:**

#### **Class “A” Documents**

##### ***Legal Documents***

1. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
2. Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;
3. Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
4. Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

##### ***Technical Documents***

5. 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;
6. 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;
7. 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;
8. ● Conformity with the Technical Specifications (Statement of Compliance)  
● Certificate of Production/Delivery Schedule  
● Certificate of Manpower Requirements  
● Certificate of After-sales/Parts.

9. 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

10. The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission;
11. 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**

12. 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.

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

13. *[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.
14. Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.
15. Latest Income Tax Return (for monthly or quarterly tax remittance) *(Only tax returns filed and taxes paid through the BIR EFPS shall be accepted)*
16. Latest Business Tax (Percentage tax or VAT) Returns *(Only tax returns filed and taxes paid through the BIR EFPS shall be accepted)*
17. Certificate of Product Registration (CPR)
18. For those who submitted a Notarized Statement to form a Joint Venture during the Opening of Bids, the Joint Venture Agreement will be submitted with a disclosure of the percentage of ownership of both parties.

19. All parties to the Joint Venture shall submit the following:
- a) Latest Income Tax Returns (for monthly or quarterly tax remittance) (*Only tax returns filed and taxes paid through the BIR EFPS shall be accepted*)
  - b) Latest Business Tax (Percentage tax or VAT) Returns (*Only tax returns filed and taxes paid through the BIR EFPS shall be accepted*)
  - c) Certificate of PhilGEPS Registration (Platinum Membership)

20. Certificate of Good Standing, Completion, **AND** Acceptance from PHC (similar project). Said Certification must be issued within the past twelve (12) months from bid submission. (This is applicable only to prospective bidder **with** previous contracts and completed projects with the PHC entered into within the past three (3) years from the submission and receipt of bids); **OR**

Duly Notarized Certificate of Good Standing, Completion, **OR** Acceptance from at least one (1) previous client (similar project). Said Certification must be issued within the past twelve (12) months from bid submission. (This is applicable only to prospective bidders **without** previous contracts and completed projects with the PHC.

21. A notarized certification to be duly submitted by the Supplier which provides that the Goods to be supplied under the contract are fresh/clean/pure/brand new stocks, appropriately sealed and labeled with an expiry date of not less than eighteen (18) months. In the case of biological drugs/products, the expiry date shall not be less than six (6) months from date of delivery.

## ***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.

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>

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

### **Notes for Preparing the Technical Specifications**

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

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

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

#### **Sample Clause: Equivalency of Standards and Codes**

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

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

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

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

## Technical Specifications

*[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.]*

Directions in filling-up Schedule VII (Technical Specifications):

***In filling-up the matrix on Statement of Compliance, the bidder shall provide relevant characteristics on each of the specific parameter such as its location in terms of the particular page, heading, and other provisions stated in the brochure, technical listing, operation manual, respectively.***

**To provide administrative ease in our evaluation, the bidder is required to provide a tab on each of the specific parameter (each correspondingly marked as Annex “A”, Annex “B”, etc.) for easy reference and validation purposes.**

Item	Specifications Project: Pharmaceutical Supplies	Statement of Compliance
<b>A</b>	<b>QUALIFICATIONS OF SUPPLIERS</b>	
	1. A supplier whose drug/item(s) did not satisfactory pass all the evaluation stages of PHC-PTC, and hence, non-inclusive to the PHC's formulary, shall be ineligible to participate in the bidding process for the Project.	
	2. Only the most competent, responsible and duly accredited drug manufacturers/suppliers and/or exclusive distributors are qualified to participate in the public bidding. Exclusive Distributors shall submit, together with the bid proposals, an assurance from their principal/s that the quantities stipulated in the Purchase Order will be supplied on time. Participating Suppliers shall be registered with their quality control facilities duly accredited by the Food and Drug Administration (FDA).	
	3. Submission of Certificate of Product Registration (CPR).	
<b>B</b>	<b>GENERAL CONDITIONS</b>	
	1. The duration of the contract shall be within the prescribed period commencing on March 1, 2023 to December 31, 2023.	
	2. A supplier(s) is to bid on a per therapeutic category. The suppliers shall pay the corresponding amount of the bid documents according to their own preference to bid on a particular therapeutic category.	

Item	<p style="text-align: center;"><b>Specifications</b> <b>Project: Pharmaceutical Supplies</b></p>	<p style="text-align: center;"><b>Statement of Compliance</b></p>
	3. Antibiotics are subject to a Batch Certificate/Notification per Certificate of Product Registration (CPR).	
	4. The Supplier(s) shall ensure of fresh commercial stocks appropriately labeled. Expiry date shall not be less than eighteen (18) months and in the case of biological drugs/products shall be six (6) months from the date of delivery.	
	5. Bid prices shall be based on two decimal places only and shall be on a per unit/piece basis. The price quoted shall be final and fixed within the prescribed period of ten (10) months without impositions of any new conditions and shall be inclusive of all applicable taxes. Pursuant to BIR Revenue Regulation No. 25-2018, "Providing for VAT Exemption on the Sale of Drugs and Medicines for Diabetes, High Cholesterol and Hypertension".	
	6. All price quotations per bid item shall be in typewritten form. Any corrections made on the price quotations shall likewise be typewritten and shall be properly initialed before the same is reproduced or photocopied (xerox). Non-compliance with this requirement shall cause automatic rejection of the bid offer.	
	7. If the supplier does not carry such bid item, indicate "NONE" in the corresponding space or cross the space. The exact packing or strength of bid item shall be clearly indicated in the price quotation.	
	8. A bid proposal which is qualified by the supplier through insertion or attachment of an unsolicited Terms of Conditions or Alternate Offer or any nature shall be rejected. Alternate offer means among other things, alterations of technical specifications or quantities called for a period of delivery required, or special offers (i.e., buy one take one).	
	9. The PHC reserves its right to procure bid items based on actual consumption due to medical exigencies that is determined by the PHC-PTC, and/or that demand advantageous to the interest of the PHC.	
<b>C</b>	<b>DELIVERIES AND PENALTIES</b>	
	1. Delivery of all items stated in the approved Purchase Order (P.O.) shall be strictly made within ten (10) calendar days from receipt.	
	2. Supplier of drugs/devices shall deliver only products registered under their names, except those with Certificate of Authorized/ Exclusive Distributorship.	
	3. A supplier shall warrant the delivery of high quality of the products that are free from all defects.  The product/s to be delivered shall have a shelf life acceptable to the PHC and those which has expired shall be replaced and/or returned at no cost to the PHC or shall be automatically deducted one (1) month thereafter if without action from the supplier.	
	3.1 All deliveries in bottles and/or boxes shall be adequately sealed and labeled accordingly.	



Item	<p style="text-align: center;"><b>Specifications</b> <b>Project: Pharmaceutical Supplies</b></p>	<p style="text-align: center;"><b>Statement of Compliance</b></p>
	<p>3.2. Deliveries of antibiotics shall be accompanied by Batch Certificate and sensitivity discs (minimum of #3 cartridges per injectable antibiotic) for drug sensitivity testing by the PHC's Microbiology Laboratory.</p>	
	<p>3.3. All late deliveries/non-delivery in whole or in part shall be subject to the penalties prescribed under government accounting rules and regulation. The non-delivery of items shall result in the blacklisting of the supplier to participate in any future bidding in the PHC, and forfeiture of its Performance Security.</p>	
	<p>3.4. A supplier shall assure the PHC of a continuous supply of all items awarded. In cases where the supplier fails to deliver, the PHC shall procure from the second Lowest Calculated and Responsive Bidder. The price differential should be borne by the bid winner of the particular pharmaceutical item.</p>	

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

### **Notes on the Checklist of Technical and Financial Documents**

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

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

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

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class "A" Documents*

#### Legal Documents

- (1.1.a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
- (1.1.b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;
- (1.1.c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
- (1.1.d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

#### Technical Documents

- (f) 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;
- (g) 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;
- (h) 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;
- (i)
  - Conformity with the Technical Specifications (Statement of Compliance)
  - Certificate of Production/Delivery Schedule
  - Certificate of Manpower Requirements
  - Certificate of After-sales/Parts.
- (j) 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

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

- (m) 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.

**Or Certificate of Simplified Supplier's Registration (CSSR)**

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

- (n) *[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.
- (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

**25 FINANCIAL COMPONENT ENVELOPE**

- (a) Original of duly signed and accomplished Financial Bid Form;
- (b) Abstract of Sealed Bidding BID FORM
- (c) Original of duly signed and accomplished Price Schedule(s).

## Omnibus Sworn Statement (Revised)

*[shall be submitted with the Bid]*

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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.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED  
REPRESENTATIVE]  
[Insert signatory's legal capacity]  
Affiant*

**[Jurat]**  
*[Format shall be based on the latest Rules on Notarial Practice]*

## **Bid Securing Declaration Form**

*[shall be submitted with the Bid if bidder opts to provide this form of bid security]*

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

### **BID SECURING DECLARATION** **Project Identification No.: *[Insert number]***

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

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 procurement 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 No. 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; and
  - 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 OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*  
Affiant

**[Jurat]**

*[Format shall be based on the latest Rules on Notarial Practice]*



**Bid Form for the Procurement of Goods**  
*[shall be submitted with the Bid]*

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**BID FORM**

Date : \_\_\_\_\_  
 Project Identification No. : \_\_\_\_\_

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

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

*[Insert this paragraph if Foreign-Assisted Project with the Development Partner:*

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	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 pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

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

Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

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

**Price Schedule for Goods Offered from Within the Philippines**  
*[shall be submitted with the Bid if bidder is offering goods from within the Philippines]*

**For Goods Offered from Within the Philippines**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_ of \_\_\_

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit  (col 5+6+7+8)	Total Price delivered Final Destination  (col 9) x (col 4)

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

**Price Schedule for Goods Offered from Abroad**  
*[shall be submitted with the Bid if bidder is offering goods from Abroad]*

**For Goods Offered from Abroad**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_ of \_\_\_

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place  (specify border point or place of destination)	Total CIF or CIP price per item  (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_



PHILIPPINE HEART CENTER  
East Avenue, Quezon City

Abstract of Sealed Bidding re: Pharmaceutical Supplies for the period of March 1, 2023 to December 31, 2023 (ITB.005.23)

**BID FORM**

S P E C I F I C A T I O N S	Average Monthly Consumption	Agency Unit Cost	BID PRICE	BIDDER
<b>A. Medicines Acting on the Nervous System</b>				
<b>ANALGESICS/ANTIPYRETICS</b>				
<b>Non-Opioid Analgesics</b>				
1	<b>ASA (Acetyl Salicylic Acid)</b>			
	.01 Aspirin 300mg tablet	600	2.86	
	.02 Aspirin 100mg Enteric Coated tablet	6,000	2.61	
	.03 Aspirin 80mg tablet	300	4.00	
2	<b>Ketorolac</b>			
	.01 30mg/ml, 1ml ampule	400	25.00	
3	<b>Paracetamol</b>			
	.01 500mg Tablet	15,000	2.25	
	.02 250mg/5ml, 60ml syrup OR suspension	144	50.00	
	.03 100mg/ml, 15ml Oral Drops (alcohol-free)	40	38.00	
	.04 150mg/ml, 2ml ampule	2,000	26.00	
	.05 10mg/ml, 100ml vial	2,000	200.00	
<b>ANTI-CONVULSANTS</b>				
4	<b>Divalproex sodium</b>			
	.01 250mg Extended Release tablet	200	9.77	
5	<b>Phenytoin</b>			
	.01 50mg/ml, 2ml ampule	20	650.00	
	.02 50mg/ml, 5ml ampule (alternate)	20	595.00	
6	<b>Valproic acid</b>			
	.01 250mg/5ml, 120ml syrup	15	420.91	
<b>ANTI-DEPRESSANTS</b>				
7	<b>Sertraline</b>			
	.01 50mg tablet	300	7.92	
<b>CEREBRAL STIMULANTS</b>				
8	<b>Mecobalamin</b>			
	.01 500mcg tablet	300	13.20	
<b>ANESTHETIC AGENTS</b>				
9	<b>Bupivacaine</b>			
	.01 0.5%, 10ml Duofit polyamp (green)	40	322.25	
	.02 0.5%, 5ml ampule (heavy)	5	89.35	
10	<b>Isoflurane + Vaporizer (with quarterly calibration)</b>			
	.01 100ml vial	10	2,300.00	
11	<b>Lidocaine hydrochloride</b>			
	.01 10%/dose, 50ml Spray	10	2,596.00	
12	<b>Propofol</b>			
	.01 10mg/ml, 20ml ampule or vial	1,400	445.00	
	.02 10mg/ml, 50ml vial	300	539.00	
13	<b>Sevoflurane (300-1000 ppm) + vaporizer</b>			
	.01 250ml PEN bottle	50	8,500.00	
<b>PARASYMPATHOMIMETIC AGENTS</b>				
14	<b>Neostigmine</b>			
	.01 0.5mg/1ml ampule	80	126.50	
<b>DANGEROUS DRUGS/NARCOTICS</b>				
15	<b>Ephedrine sulfate</b>			
	.01 50mg/ml ampule	150	95.15	
16	<b>Ketamine hydrochloride</b>			
	.01 50mg/ml, 10ml vial	20	1,499.00	

S P E C I F I C A T I O N S		Average Monthly Consumption	Agency Unit Cost	BID PRICE	BIDDER
17	<b>Nalbuphine hydrochloride</b> .01 10mg/ml ampule	400	102.78		
18	<b>Oxycodone hydrochloride</b> .01 10mg/ml, 1ml ampule .02 10mg/ml, 2ml ampule (alternate)	100 50	680.56 1,771.60		
19	<b>Pethidine hydrochloride</b> .01 50mg/ml, 2ml ampule	30	152.88		
<b>Sedatives-Benzodiazepine</b>					
20	<b>Alprazolam</b> .01 500mcg tablet	300	8.20		
21	<b>Clonazepam</b> .01 2mg tablet	1,500	8.59		
22	<b>Diazepam</b> .01 5mg tablet .02 5mg/ml, 2ml ampule	1,000 300	10.22 138.22		
23	<b>Midazolam</b> .01 15mg tablet .02 5mg/ml, 1ml ampule .03 5mg/ml, 3ml ampule (altenate)	200 2,000 2,000	24.68 89.94 589.98		
<b>Non-Benzodiazepine</b>					
24	<b>Zolpidem</b> .01 10mg tablet	90	35.00		
<b>B. Medicines Acting on the Musculoskeletal System and Joints</b>					
<b>ANTI-GOUT PREPARATIONS</b>					
25	<b>Allopurinol</b> .01 100mg tablet .02 300mg tablet	1,000 600	4.75 11.50		
26	<b>Colchicine</b> .01 0.5mg tablet	2,000	4.10		
<b>ANTI-INFLAMMATORY (Non-Steroidal Drugs)</b>					
27	<b>Ibuprofen</b> .01 100mg/5ml, 60ml suspension	10	105.00		
28	<b>Mefenamic Acid</b> .01 250mg tablet .02 500mg SF capsule	300 800	3.14 8.50		
<b>C. Anti-Infectives</b>					
<b>AMIBESIDE</b>					
29	<b>Metronidazole</b> .01 500mg tablet .02 125mg/5ml, 60ml suspension .03 5mg/ml, 100ml vial	300 5 400	19.99 30.00 57.00		
<b>AMINOGLYCOSIDE</b>					
30	<b>Amikacin sulfate</b> .01 250mg/ml, 2ml ampule	1,000	97.44		
31	<b>Gentamicin sulfate</b> .01 40mg/ml, 2ml ampule	300	14.88		
<b>CEPHALOSPORINS</b>					
<b>1st GENERATION</b>					
32	<b>Cefalexin</b> .01 250mg/5ml, 70ml suspension	10	60.00		
33	<b>Cefazolin</b> .01 1 gram vial	100	215.00		
<b>2nd GENERATION</b>					
34	<b>Cefuroxime</b> .04 250mg/5ml, 120ml suspension	10	121.99		

SPECIFICATIONS		Average Monthly Consumption	Agency Unit Cost	BID PRICE	BIDDER
	<b>3rd GENERATION</b>				
35	Cefixime				
	.01 200mg capsule	1,000	31.00		
	<b>4th GENERATION</b>				
36	Cefipime				
	.01 1 gram vial	1,440	312.50		
	<b>MACROLIDES</b>				
37	Azithromycin dihydrate				
	.01 500mg vial	60	502.84		
	.02 200mg/5ml, 15ml suspension	10	386.50		
	<b>PENICILLINS</b>				
38	Ampicillin				
	.01 500mg vial	500	54.00		
39	Ampicillin + Sulbactam				
	.02 1gram + 500mg vial	600	310.00		
40	Amoxicillin trihydrate				
	.01 500mg capsule	2,000	6.00		
	.02 250mg/5ml 60ml suspension	30	90.00		
41	Amoxicillin + Clavulanic acid				
	.01 875mg + 125mg tablet	420	12.10		
	.02 200mg + 28.5mg/5ml, 70ml suspension	5	215.00		
	.03 400mg + 57mg/5ml, 70ml suspension	5	312.00		
42	Cloxacillin sodium				
	.01 500mg capsule	300	11.00		
43	Penicillin G sodium				
	.01 Benzyl PCN 5 million units vial	60	21.00		
44	Phenoxymethyl Penicillin V potassium				
	.01 500mg capsule	1,000	11.15		
	.02 250mg capsule	20,000	9.90		
	<b>CARBAPENEM</b>				
45	Ertapenem				
	.01 1 gram vial	200	2,818.98		
	<b>TETRACYCLINES</b>				
46	Doxycycline hydrochloride				
	.01 100mg capsule	200	14.17		
	<b>OTHER ANTIBIOTICS</b>				
47	Clindamycin				
	.01 300mg capsule	1,000	37.00		
48	Polymyxin B sulfate				
	.01 500,000 Units, 5ml vial	400	2,619.10		
	<b>Sulfa Derivatives</b>				
49	Cotrimoxazole (Trimethoprim+Sulfamethoxazole)				
	.01 200mg + 40mg / 5ml, 60ml suspension	4	15.40		
	<b>QUINOLONES</b>				
50	Ciprofloxacin				
	.01 500mg tablet	2,000	8.00		
	.02 2mg/ml, 100ml vial	200	241.08		
51	Levofloxacin				
	.01 5mg/ml, 100ml vial	300	112.10		
	<b>ANTI-TUBERCULOSIS DRUGS</b>				
52	Rifampicin + Isoniazid				
	.01 150mg + 75mg tablet	300	11.00		
	<b>ANTI-VIRAL / ANTI-FUNGAL</b>				
53	Fluconazole				
	.01 2mg/ml, 100ml vial	160	384.00		
	.02 150mg capsule	40	235.00		
	.03 50mg capsule	560	81.20		



S P E C I F I C A T I O N S		Average Monthly Consumption	Agency Unit Cost	BID PRICE	BIDDER
54	Nystatin				
	.01 100,000 units/ml, 30ml oral suspension	10	220.00		
<b>D. Immunologicals</b>					
<b>SERUM, TOXOIDS/VACCINES/ANTI-VIRAL</b>					
55	Hepatitis-B Vaccine				
	.01 20mcg / ml, 1ml vial	30	312.50		
56	Immunoglobulin, IV				
	.01 5%, 2.5 grams, 50ml vial	100	7,000.00		
	.02 10%, 2 grams, 20ml vial (alternate)	100	8,000.00		
57	Influenza Vaccine (trivalent or tetravalent)				
	.01 0.5ml prefilled syringe	500	600.60		
58	Pneumococcal vaccine				
	.01 25mcg / 0.5ml prefilled syringe	5	2,561.47		
59	Tetanus Antitoxin				
	.01 1,500 units vial	10	165.00		
60	Tetanus Toxoid				
	.01 0.5ml ampule	30	80.00		
<b>E. Cardiovascular Medicines</b>					
<b>Inotropics</b>					
61	Digoxin				
	.01 0.25mg/ml, 2ml ampule	300	310.00		
62	Dopamine hydrochloride				
	.01 40mg/ml, 5ml ampule	400	234.50		
63	Epinephrine hydrochloride				
	.01 1mg/ml, 1ml ampule	2,400	80.00		
<b>ANTI-PLATELET AGGREGANTS</b>					
64	Cilostazol				
	.01 50mg tablet	6,000	11.40		
	.02 100mg tablet	3,000	22.50		
<b>BETA BLOCKERS</b>					
65	Atenolol				
	.01 50mg tablet	3,000	5.50		
66	Bisoprolol				
	.01 5mg tablet	3,000	13.50		
67	Esmolol				
	.01 10mg/ml, 10ml vial	100	410.30		
68	Propranolol				
	.01 10mg tablet	3,000	6.35		
	.02 40mg tablet	600	24.00		
<b>ACE INHIBITOR</b>					
69	Captopril				
	.01 25mg tablet	4,000	3.00		
70	Enalapril maleate				
	.01 5mg tablet	10,000	8.70		
	.02 20mg tablet	6,048	12.00		
<b>ANGIOTENSIN 2 RECEPTOR BLOCKERS</b>					
71	Irbesartan				
	.01 300mg tablet	3,360	10.03		
72	Irbesartan + Hydrochlorothiazide				
	.01 150mg + 12.5mg tablet	1,680	10.49		
73	Losartan potassium				
	.01 100mg. tablet	9,000	8.50		
74	Telmisartan				
	.01 40mg tablet	9,000	14.46		
	.02 80mg tablet	3,600	34.00		
75	Telmisartan + Hydrochlorothiazide				
	.01 40mg + 12.5mg tablet	9,000	19.80		

S P E C I F I C A T I O N S		Average Monthly Consumption	Agency Unit Cost	BID PRICE	BIDDER
76	Valsartan				
	.01 80mg tablet	1,800	11.64		
	.02 160mg tablet	600	22.00		
77	Valsartan + Hydrochlorothiazide				
	.01 80mg + 12.5mg tablet	560	13.18		
<b>ALPHA-ADRENERGIC CENTRAL STIMULANTS</b>					
78	Clonidine				
	.01 75mcg tablet	4,000	5.50		
	.02 150mcg tablet	1,000	13.09		
<b>CALCIUM BLOCKERS</b>					
79	Diltiazem				
	.01 60mg tablet	6,000	18.50		
80	Verapamil hydrochloride				
	.01 80mg tablet	600	20.63		
	.02 2.5mg/ml, 2ml ampule	60	127.94		
<b>PARASYMPATHOLYTIC AGENT</b>					
81	Atropine sulfate				
	.01 1mg/ml, 1ml ampule	500	18.69		
<b>PULMONARY HYPERTENSIVE AGENT</b>					
82	Milrinone lactate				
	.01 1mg/ml, 10ml ampule	600	638.00		
<b>HYPOLIPIDEMIC AGENTS</b>					
<b>HMG Coenzyme A Reductase Inhibitors</b>					
83	Simvastatin				
	.01 20mg tablet	5,000	4.00		
	.02 40mg tablet	3,000	6.00		
<b>F. Diuretics</b>					
84	Furosemide				
	.01 40mg tablet	20,000	2.50		
	.02 20mg tablet	8,000	1.90		
	.03 10mg/ml, 2ml ampule	12,000	20.00		
85	Hydrochlorothiazide				
	.01 25mg tablet	1,400	3.25		
<b>G. Respiratory Medicines</b>					
<b>ANTITUSSIVES/Decongestants/Other Cough Remedies</b>					
86	Butamirate citrate				
	.01 50mg Sustained Release tablet	1,000	15.50		
	.02 7.5mg/5ml 120ml syrup	6	180.68		
<b>BRONCHODILATORS</b>					
87	Aminophylline				
	.01 25mg/ml, 10ml ampule	200	45.00		
88	Budesonide				
	.01 250mcg/ml, 2ml nebulizing solution	3,000	55.00		
89	Budesonide + Formoterol				
	.01 160mcg+4.5mcg turbuhaler, 60 doses	120	756.88		
90	Fluticasone + Formoterol				
	.01 250mcg/10mcg metered dose inhaler (MDI)	3	1,859.16		
91	Ipratropium bromide				
	.01 0.5mg/2ml, 2ml Unit Dose Vial (UDV)	400	87.02		
92	Montelukast				
	.01 10 mg tablet	900	8.67		
93	Salmeterol + Fluticasone				
	.01 500 diskus, 60 doses	10	491.41		
	.02 250 diskus, 60 doses	20	424.62		
94	Tiotropium bromide				
	.01 18mcg/dose capsule	150	64.21		
	.02 Handihaler	5	335.50		

S P E C I F I C A T I O N S		Average Monthly Consumption	Agency Unit Cost	BID PRICE	BIDDER
<b>EXPECTORANTS / MUCOLYTICS</b>					
95	Carbocysteine				
	.01 500mg capsule	600	10.45		
<b>H. Antiallergics</b>					
<b>ANTI-HISTAMINES</b>					
96	Cetirizine				
	.01 5mg/5ml, 30ml syrup	30	98.00		
97	Diphenhydramine hydrochloride				
	.01 25mg capsule	2,000	1.98		
	.02 50mg/ml, 1ml ampule	600	98.00		
98	Loratadine				
	.01 10mg tablet	600	9.00		
	.02 5mg/5ml, 30ml syrup	4	97.90		
<b>I. Medicines Affecting the Blood</b>					
<b>ANTI-COAGULANT</b>					
<b>Unfractionated Heparin</b>					
99	Heparin sodium				
	.01 1000 IU/ml, 5ml vial	5,000	135.00		
	.02 5000 IU/ml, 5ml vial	1,000	228.07		
<b>HEMOSTATICS</b>					
100	Epoetin-alfa				
	.01 4000 IU/0.4ml Prefilled syringe	1,000	555.00		
101	Epoetin-beta				
	.01 5000 IU/0.3ml Prefilled syringe	400	960.53		
102	Tranexamic Acid				
	.01 500mg capsule	300	48.99		
	.02 100mg/ml, 5ml ampule	3,000	130.00		
103	Vitamin K1/Phytomenadione				
	.01 10mg/ml, 1ml ampule	600	45.89		
<b>IRON PREPARATIONS</b>					
104	Ferrous sulfate (equiv to 60mg elemental iron)				
	.01 325mg tablet	4,000	2.50		
105	Ferrous gluconate +Vitamin B12+ Vitamin C				
	.01 (equivalent to Fe 30mg) capsule	1,000	26.40		
106	Ferrous sulfate + Multivitamins				
	.01 149.34mg/5ml, 120ml syrup	30	347.05		
	.02 74.64mg/ml, 15ml drops	5	23.84		
107	Ferrous fumarate/sulfate + Multivitamins + Folic acid				
	.01 tablet	1,000	3.88		
<b>PLASMINOGEN ACTIVATORS/THROMBOLYTICS</b>					
108	Alteplase / recombinant-Tissue Plasminogen Activator				
	.01 50mg, 50ml vial	6	30,536.02		
<b>J. Blood Products and Blood Substitute</b>					
<b>BLOOD DERIVATIVES</b>					
109	Albumin, human (with transfusion set)				
	.01 20%, 50ml vial	1,000	2,100.00		
<b>PLASMA EXPANDER</b>					
110	Hydroxyethyl starch				
	.01 6%, 500ml bag	10	780.00		
<b>K. Gastrointestinal Medicines</b>					
<b>ANTACIDS / H2ANTAGONISTS/ACID-PUMP INHIBITOR</b>					
111	Famotidine				
	.01 20mg FC tablet	600	22.00		
	.02 20mg vial	30	133.96		
112	Omeprazole				
	.01 40mg vial + 10ml Diluent	3,000	335.00		

S P E C I F I C A T I O N S		Average Monthly Consumption	Agency Unit Cost	BID PRICE	BIDDER
113	Pantoprazole .01 20mg EC tablet	420	22.00		
114	Sucralfate .01 1 Gram tablet	400	33.00		
<b>ANTI-DIARRHEALS</b>					
115	Loperamide .01 2mg capsule	300	3.80		
<b>ANTI-EMETIC / ANTI-VERTIGO</b>					
116	Betahistine .01 16mg tablet	600	34.50		
117	Cinnarizine .01 25mg tablet	200	2.20		
118	Domperidone .01 10mg tablet	1,000	15.00		
119	Metoclopramide .01 10mg tablet .02 5mg/ml, 2ml ampule	200 600	8.00 30.00		
<b>ANTI-FLATULENCE / ANTI-SPASMODIC / BILE SALT</b>					
120	Hyoscine n-butylbromide .01 10mg tablet .02 20mg/ml ampule	600 100	6.20 35.00		
<b>LAXATIVES / CATHARTICS</b>					
121	Bisacodyl .01 5mg tablet .02 5mg suppository (Pediatric) .03 10mg suppository (Adult)	600 50 300	10.00 45.00 59.50		
122	Monobasic + Dibasic Sodium Phosphate .01 48Grams+18Grams /100ml, 45ml solutio	30	271.00		
<b>L. Hormone and Hormone Antagonists</b>					
<b>CORTICOSTEROIDS</b>					
123	Dexamethasone .01 5mg/ml, 1ml ampule	2,000	67.23		
124	Hydrocortisone vial + diluent .01 100mg dry pack + 2ml diluent vial .02 100mg Act-O vial (alternate)	2,000 2,000	164.45 164.45		
125	Prednisone .01 5mg tablet .02 20mg tablet	600 600	1.42 5.30		
<b>HYPOGLYCEMIC AGENTS (ORAL)</b>					
126	Gliclazide .01 30mg OD tablet	2,000	6.64		
127	Metformin .01 500mg tablet .02 850mg tablet	24,000 300	7.58 5.84		
<b>INSULIN</b>					
128	Insulin Glargine .01 100 IU/ml, 10ml vial vial	120	1,500.00		
<b>THYROID/ ANTI-THYROID PREPARATIONS</b>					
129	Propyl-thiouracil (5 PTU) .01 50mg tablet	600	13.00		
<b>M. Medicines Correcting Water Electrolyte / Parenteral Nutrition</b>					
<b>ELECTROLYTES / ELEMENTS</b>					
130	Calcium carbonate .01 500mg capsule or tablet	3,000	3.48		
131	Calcium + Vitamin D .01 600mg+200 IU Film-Coated tablet	3,600	6.20		

S P E C I F I C A T I O N S		Average Monthly Consumption	Agency Unit Cost	BID PRICE	BIDDER
132	<b>Magnesium sulfate</b>				
	.01 25%, 10ml ampule	3,000	95.00		
133	<b>Potassium citrate</b>				
	.01 10 meq tablet	300	12.08		
134	<b>Potassium chloride</b>				
	.01 750mg Durule tablet	3,000	22.20		
	.02 750mg SR tablet (alternate)	3,000	22.20		
135	<b>Sodium bicarbonate</b>				
	.01 650mg tablet	2,000	0.66		
	.02 8.4%, 50ml vial	3,000	108.00		
	.03 8.4%, 100ml vial (alternate)	3,000	321.06		
	.04 8.4%, 20ml ampule (alternate)	6,000	58.80		
136	<b>Sodium chloride</b>				
	.01 1 Gram tablet	300	6.88		
<b>PARENTAL NUTRITION</b>					
137	<b>Amino Acids, Essential</b>				
	.01 6% 100ml bottle for infant	200	407.00		
138	<b>Glucose + Amino Acids + Lipids</b>				
	.01 Peripheral 1400 kilocalorie bag	60	1,650.00		
<b>INTRAVENOUS FLUIDS</b>					
139	.01 Ionosol in Dextrose 5% in Water, 500ml	144	36.00		
	.02 0.9% Sodium Chloride, 50ml	100	45.00		
	.03 0.9% Sodium Chloride, 500ml bag	200	62.10		
	.04 0.9% Sodium Chloride, 1000ml bag (alter	600	85.00		
140	<b>Sterile Water for Injection</b>				
	.01 Sterile water for injection 1000ml bottle (g	80	27.28		
<b>N. Diagnostic Agents</b>					
<b>Contrast Media for: Kidneys/Blood Vessels</b>		c/o	Diagnostic Lab.		
141	<b>Gadoteric acid</b>				
	.01 279.32mg/ml vial	50	2,420.00		
142	<b>Iopamidol</b>				
	.01 370mg, 100ml	400	1,078.00		
143	<b>Ioversol 741mg/ml</b>				
	.01 300, 50ml	60	1,320.00		
	.02 350, 50ml	60	1,300.00		
<b>O. Dermatologicals and Ophthalmological Preparations</b>					
<b>DERMAL ANTIBIOTICS</b>					
144	<b>Acyclovir</b>				
	.01 5%, 2 Gram cream	3	796.40		
145	<b>Fusidate sodium</b>				
	.01 5 Gram ointment	3	165.26		
146	<b>Mupirocin</b>				
	.01 2% 5 Grams ointment	400	130.00		
	.02 2% 5 Grams cream (alternate)	400	130.00		
<b>DERMAL ANTIFUNGAL</b>					
147	<b>Ketoconazole</b>				
	.01 2%, 5 Gram cream	3	237.05		
148	<b>Terbinafine</b>				
	.01 1%, 10 Gram cream	3	511.78		
<b>DERMAL STEROID</b>					
149	<b>Betamethasone dipropionate</b>				
	.01 0.05%, 5 Gram cream	3	149.00		
150	<b>Fluocinolone acetonide</b>				
	.01 0.25%, 5 Gram cream	3	341.00		
<b>P. Vitamins and Minerals / Food Supplements</b>					
151	<b>Multivitamins+Minerals</b>				
	.01 capsule or tablet	10,000	4.90		

S P E C I F I C A T I O N S		Average Monthly Consumption	Agency Unit Cost	BID PRICE	BIDDER
152	Vitamin - B Complex				
	.01 Vitamin B12 (5mg) tablet	300	12.10		
153	Vitamin C (Ascorbic Acid)				
	.01 500mg tablet	25,000	4.00		
<b>Q. Chemotherapeutic Medicines / Antineoplastics</b>					
154	Carboplatin				
	.01 10mg/ml, 15ml vial	5	890.00		
	.02 10mg/ml, 45ml vial	5	3,900.00		
155	Cyclophosphamide				
	.01 1 gram vial	5	350.00		
156	Epirubicin				
	.01 2mg/ml, 25ml vial	5	2,943.33		
	.02 2mg/ml, 5ml vial	5	2,500.00		
157	Filgrastim (GCSF)				
	.01 300mcg/ml prefilled syringe	5	2,120.00		

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