PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

PR No. 24030793 – Supply and Delivery of Drugs and Medicines (Acetylcysteine 100mg & 124 others)

PROVINCIAL GOVERNMENT OF CAMARINES NORTE

Region V

Government of the Republic of the Philippines

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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.

 $\mathbf{EXW} - \mathbf{Ex}$ works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC - Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



Republic of the Philippines PROVINCE OF CAMARINES NORTE



BIDS AND AWARDS COMMITTEE

INVITATION TO BID

for

PR No. 24030793 – Supply and Delivery of Drugs and Medicines (Acetylcysteine 100mg & 124 others)

2ND Bidding

- 1. The Provincial Government of Camarines Norte, through the CNPH General Fund AB2024 intends to apply the sum of Three Million Three Hundred Ninety-Six Thousand One Hundred Thirty Pesos (P3,396,130.00) being the Approved Budget for the Contract (ABC) to payments under the contract for PR No. 24030793 Supply and Delivery of Drugs and Medicines (Acetylcysteine 100mg & 124 others). Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The Provincial Government of Camarines Norte now invites bids for the Supply and Delivery of Drugs and Medicines (Acetylcysteine 100mg & 124 others).
 - Delivery of the Goods is required within 30 calendar days. Bidders should have completed, within 5 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 non-discretionary "pass/fail" criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act 9184 (RA 9184), otherwise known as the "Government Procurement Reform Act."
 - 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 5183.
- 4. Bidders may obtain further information from the *Provincial Government of Camarines Norte* and inspect the Bidding Documents at the address given below from 8:00a.m. to 5:00p.m., Monday to Friday.
- 5. A complete set of Bidding Documents may be acquired by interested bidders on *May 3 May 28, 2024* at the *Provincial Capitol Building, Daet, Camarines Norte* and from the website of the *Philippine Government Electronic Procurement System (PhilGEPS)* upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of *Five Thousand Pesos (P5,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.
- 6. The *Provincial Government of Camarines Norte* will hold a Pre-Bid Conference on *May* 14, 2024, 2:00p.m. at the *new BAC Conference Office*, at the back of Agro-Sports

Center, J. Lukban Street, Daet, Camarines Norte, which shall be open to prospective bidders.

- 7. Bids must be duly received by the BAC Secretariat through manual submission at the address below on or before *May 28, 2024 at 1:30p.m.* Late bids shall not be accepted.
- 8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 9. Bid opening shall be on *May 28, 2024 at 2:00p.m.* at the *new BAC Conference Office*, *at the back of Agro-Sports Center, J. Lukban Street, Daet, Camarines Norte*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The *Provincial Government of Camarines Norte* 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 revised IRR of RA 9184 without thereby incurring any liability to the affected bidder or bidders.
- 11. For further information, please refer to:

ENGR. ALMIRANTE A. ABAD Head, BAC Secretariat Provincial Capitol Bldg., Daet, Camarines Norte (054) 885-1474

12. You may visit the website:

Philippine Government Electronic Procurement System (PhilGEPS)

ATTY. ARCHIMEDES O. YANTO
Provincial Legal Officer BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Provincial Government of Camarines Norte* wishes to receive Bids for *Supply and Delivery of Drugs and Medicines (Acetylcysteine 100mg & 124 others)* with identification number [PR No. 24030793].

The Procurement Project (referred to herein as "Project") is composed of **One Hundred Twenty-Five** (125) 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 2024 in the amount of *THREE MILLION THREE HUNDRED NINETY-SIX THOUSAND ONE HUNDRED THIRTY PESOS (P3,396,130.00)*.
- 2.2. The source of funding is -CNPH General Fund AB2024

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

7.1. The Procuring Entity has prescribed that subcontracting is not allowed.

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII** (Checklist of Technical and Financial **Documents**).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within 5 years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must

be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, exwarehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall in no case exceed One Hundred Twenty (120) calendar days from the opening of the bid. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

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

16. Deadline for Submission of Bids

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

¹ 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.

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. The descriptions of the lots or items shall be indicated in **Section VII** (**Technical Specifications**), although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.3. The Project shall be awarded as One Project having several items that shall be awarded as one contract.
- 19.4. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB	
Clause 5.3	For this purpose, contracts similar to the Project shall be:
	a) 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.
	b) Completed within 5 years prior to the deadline for the submission and receipt of bids.
7.1	No portion of the contract shall be sub-contracted.
12	The price of the Goods shall be quoted DDP Daet, Camarines Norte.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:
	a. The amount of not less than 2% of the ABC or <i>P 67,922.60</i> if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or
	b. The amount of not less than 5% of the ABC or <i>P</i> 169,806.50, if bid security is in Surety Bond.
19.3	The $lot(s)$ and $item(s)$ is/are:
	PR No. 24030793 – Supply and Delivery of Drugs and Medicines (Acetylcysteine 100mg & 124 others) with an Approved Budget of Contract of Three Million Three Hundred Ninety-Six Thousand One Hundred Thirty Pesos (P3,396,130.00)
20.1	The LCB shall submit the following documentary requirements within a nonextendible period of five (5) calendar days from receipt of the notification;
	 (a) Latest Annual Income and Business Tax Return (per Revenue Regulations 3-2005); (b) License to Operate (LTO) as distributor, manufacturer, wholesaler or importer but NOT RETAILER;
21.2	No additional requirements.

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

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

4. Inspection and Tests

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

Special Conditions of Contract

	Special Conditions of Contract
GCC Clause	
1	Delivery and Documents –
	The delivery terms applicable to this Contract are delivered <i>to Daet, Camarines Norte</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.
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity's Representative at the Project Site are the <i>End User</i> and the <i>Inspectorate Team</i> .
	Packaging
	The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
	Name of the Procuring Entity
	Name of the Supplier
	Contract Description
	Final Destination
	Gross weight
	Any special lifting instructions
	Any special handling instructions
	Any relevant HAZCHEM classifications
	A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging

Transportation -

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

Intellectual Property Rights –

The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

- 2.2 Partial Payment is not allowed.
- 4 The inspections and tests that will be conducted are:
 - 1) Upon delivery, the Good shall undergo preliminary physical inspection by the End-User Unit/Inspection Team of the PROCURING ENTITY to ascertain the physical condition and acceptability of the Goods.
 - 2) During their delivery, the winning bidder shall then present to the End-User Unit/Inspection Team corresponding:
 - a. Valid Certificate of Product Registration (CPR)
 - b. Lot or Batch Release Certificate for Vaccines, Toxoids and Immunoglobulins

- c. Certificate of Good Manufacturing Practice (GMP) Compliance
- d. Certificate of Exclusive Distributorship or Authority to Distribute from the Manufacturer or Principal Distributor
- 3) End-User must be able to secure all the said requirements in accordance with DOH Regulations which shall form part of the documents to be submitted during COA Technical Inspection.
- 4) Items delivered not in accordance with Pharmaceutical Forms and Strengths (such as dosage, packaging and others) indicated in their Certificate of Product Registration with that of the specifications indicated in the contract, shall be rejected by the End-User Unit/Inspection Team.
- 5) The supplier shall promptly replace the equivalent quantity of Good taken as samples without cost to the PROCURING ENTITY.

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Supply and Delivery of Drugs and Medicines (Acetylcysteine 100mg & 124 others)	1 lot (125 items)		Items shall be delivered 30 calendar days after receipt of NTP

Section VII. Technical Specifications

Technical Specifications

1.	Acetylcysteine 100mg	
2.	Acetylcysteine 200 mg	
3.	Acetylcysteine 600 mg	[Bidders must state here either "Comply" or "Not Comply"
4.	Aciclovir 800 mg	against each of the individual parameters of each
5.	Aluminum + Magnesium hydroxide 225mg/200mg/5mL 120mL suspension	Specification stating the corresponding performance parameter of the equipment
6.	Amiodarone 200 mg	offered. Statements of
7.	Ampicillin + Sulbactam 750 mg	"Comply" or "Not Comply" must be supported by evidence
8.	Ampicillin 1 g	in a Bidders Bid and cross- referenced to that evidence.
9.	Ampicillin 500 mg	Evidence shall be in the form of manufacturer's un-amended
10.	Aspirin 80 mg	sales literature, unconditional statements of specification and
11.	Atenolol 50mg	compliance issued by the manufacturer, samples,
12.	Atorvastatin 20 mg	independent test data etc., as appropriate. A statement that is
13.	Atorvastatin 40 mg	not supported by evidence or is subsequently found to be
14.	Atorvastatin 80 mg	contradicted by the evidence presented will render the Bid
15.	Azithromycin 500 mg	under evaluation liable for rejection. A statement either in
16.	Betahistine 16 mg	the Bidder's statement of
17.	Budesonide 500mcg/2mL	compliance or the supporting evidence that is found to be
18.	Bupivacaine 0.5% heavy	false either during Bid evaluation, post-qualification
19.	Butamirate citrate 50 mg	or the execution of the Contract may be regarded as fraudulent
20.	Butorphanol 2mg/mL	and render the Bidder or supplier liable for prosecution
21.	Cefalexin 500 mg	subject to the applicable laws and issuances.]
22.	Cefixime 100mg/5mL 60 mL suspension	
23.	Cefoxitin 1 g	
24.	Ceftriaxone 1 g	

25.	Cefuroxime 500 mg
26.	Cefuroxime 750 mg
27.	Celecoxib 200 mg
28.	Cetirizine 10 mg
29.	Cetirizine 2.5mg/mL 10 mL drops
30.	Cetirizine 5mg/5mL 60 mL syrup
31.	Cilostazol 100mg
32.	Cilostazol 50 mg
33.	Cinnarizine 25 mg
34.	Ciprofloxacin 500 mg
35.	Clarithromycin 125 mg/5mL 35 mL suspension
36.	Clindamycin 300 mg
37.	Clonidine 75 mcg
38.	Clopidogrel 75 mg
39.	Cloxacillin 500mg
40.	Colchicine 500 mcg
41.	Dextrose + Sodium Chloride 5% + 0.9%, 1 L Solution
42.	Digoxin 500mcg/2mL
43.	Diphenhydramine 12.5 mg/5mL 60 mL syrup
44.	Diphenhydramine 25mg
45.	Doxycycline 100 mg
46.	Doxycycline 100mg
47.	Dydrogesterone 10 mg
4.0	
48.	Enalapril 5mg

lers must state here either ply" or "Not Comply" st each of the individual neters each of fication stating the sponding performance neter of the equipment ed. **Statements** iply" or "Not Comply" be supported by evidence Bidders Bid and crossenced to that evidence. ence shall be in the form of facturer's un-amended literature, unconditional nents of specification and liance issued by the ıfacturer, samples, endent test data etc., as priate. A statement that is upported by evidence or is quently found to be adicted by the evidence nted will render the Bid r evaluation liable for tion. A statement either in Bidder's statement of liance or the supporting nce that is found to be either during Bid ation, post-qualification execution of the Contract be regarded as fraudulent render the Bidder or lier liable for prosecution ct to the applicable laws ssuances.]

50.	Eperisone 50 mg	
51.	Ferrous sulfate 325 mg	
52.	Fluconazole 150 mg	
53.	Folic acid 2.5mg/mL 30mL drops	[Bidders must state here either
54.	Folic acid 5 mg	"Comply" or "Not Comply" against each of the individual
55.	Folic acid 5mg/5mL 60 mL syrup	parameters of each Specification stating the
56.	Furosemide 20mg/2mL	corresponding performance parameter of the equipment
57.	Furosemide 40 mg	offered. Statements of "Comply" or "Not Comply"
58.	Glycerin 1.9 g pedia suppository	must be supported by evidence in a Bidders Bid and cross-
59.	Hydroxyethylstarch 6% 500 mL	referenced to that evidence. Evidence shall be in the form of
60.	Hyoscine 20mg/mL	manufacturer's un-amended sales literature, unconditional
61.	Hyoscine-N-butylbromide 10 mg	statements of specification and compliance issued by the
62.	Ibuprofen 200 mg capsule	manufacturer, samples, independent test data etc., as
63.	Ibuprofen 200mg/5mL 60mL suspension	appropriate. A statement that is
64.	Iopromide 300mg/mL 100mL	not supported by evidence or is subsequently found to be
65.	Iopromide 300mg/mL 50mL	contradicted by the evidence presented will render the Bid
66.	Isox suprine 10 mg	under evaluation liable for rejection. A statement either in
67.	Ketorolac 30mg/mL	the Bidder's statement of compliance or the supporting
68.	Lactulose 3.35g/5mL 100 mL syrup	evidence that is found to be false either during Bid
69.	Lactulose 3.35g/5mL 120 mL syrup	evaluation, post-qualification or the execution of the Contract
70.	Lactulose 3.35g/5mL 45 mL syrup	may be regarded as fraudulent and render the Bidder or
71.	Lactulose 3.35g/5mL 60mL syrup	supplier liable for prosecution subject to the applicable laws
72.	Levetiracetam 500 mg	and issuances.]
73.	Levetiracetam 500mg/5mL	
74.	Loperamide 2 mg	
75.	Losartan 100 mg	

76.	Losartan 50 mg	
77.	Medroxyprogesterone 10 mg	
78.	Mefenamic acid 250 mg	
79.	Mefenamic acid 500 mg	Bidders must "Comply" or
80.	Mefenamic acid 500 mg	against each parameters
81.	Meropenem 1 g	Specification corresponding
82.	Metformin 500mg	parameter of offered.
83.	Metoclopramide 10mg/2mL	"Comply" or must be suppo
84.	Montelukast 4 mg	in a Bidders referenced to
85.	Multivitamins	Evidence shal
86.	Mupirocin 2% 5g ointment	manufacturer sales literatur
87.	Neostigmine 500 mcg/mL	- statements of compliance
88.	Nicardipine 10mg/10mL	manufacturer, independent t
89.	Omeprazole 40 mg	appropriate. A not supported
90.	Omeprazole 40mg	subsequently contradicted
91.	Ondansetron 4mg/2mL	presented will under evalue
92.	Ondansetron 8mg/4mL	rejection. A st
93.	Oral Rehydration Salts sachet	compliance of evidence that
94.	Paracetamol 125mg/5mL 60mL suspension	false either evaluation,
95.	Paracetamol 1g/100 mL	or the execution
96.	Paracetamol 250mg/5mL 60mL suspension	may be regard and render
97.	Paracetamol 300mg/2mL	supplier liable subject to the
98.	Phenoxymethylpenicillin 250 mg	and issuances
99.	Phenytoin 100mg/2mL	
100.	Piperacillin + Tazobactam 4.5 g	
101.	Sodium Chloride 0.9%, 500 mL	

state here either "Not Comply" of the individual of each stating the performance the equipment Statements "Not Comply" orted by evidence Bid and crossthat evidence. be in the form of un-amended e, unconditional specification and issued by the samples, est data etc., as statement that is by evidence or is found to be by the evidence render the Bid ition liable for tatement either in statement of r the supporting is found to be during Bidpost-qualification on of the Contract led as fraudulent the Bidder or for prosecution applicable laws

102.	Potassium chloride 40 meqs/20mL	
103.	Potassium Chloride 600 mg	
104.	Potassium chloride 750 mg	[Bidders must state here either
105.	Propranolol 10 mg	"Comply" or "Not Comply" against each of the individual
106.	Rifaximin 200 mg	parameters of each Specification stating the
107.	Rosuvastatin 10 mg	corresponding performance parameter of the equipment
108.	Salbutamol + Ipratropium 2.5mg/500mcg/2.5mL	offered. Statements of "Comply" or "Not Comply" must be supported by evidence
109.	Salmeterol + Fluticasone 25mcg/250mcg MDI	in a Bidders Bid and cross- referenced to that evidence. Evidence shall be in the form of
110.	Spironolactone 25 mg	manufacturer's un-amended sales literature, unconditional
111.	Sterile water 20 mL	statements of specification and compliance issued by the
112.	Sterile water 50 mL	manufacturer, samples, independent test data etc., as
113.	Sucralfate 1 g	appropriate. A statement that is not supported by evidence or is
114.	Tamsulosin 400 mcg	subsequently found to be
115.	Telmisartan 40 mg	contradicted by the evidence presented will render the Bid
116.	Tetanus toxoid 40iu/0.5mL	under evaluation liable for rejection. A statement either in
117.	Tobramycin eye drops	the Bidder's statement of compliance or the supporting
118.	Tramadol 50 mg/mL, 1 mL	evidence that is found to be false either during Bid
119.	Tranexamic 500mg/5mL	evaluation, post-qualification or the execution of the Contract
120.	Tranexamic acid 500mg	may be regarded as fraudulent and render the Bidder or
121.	Trimetazidine 35 mg	supplier liable for prosecution subject to the applicable laws
122.	Vancomycin 1g	and issuances.]
123.	Vitamin B complex	
124.	Zinc 10mg/mL 15 mL drops	
125.	Zinc 55mg/5mL 60 mL syrup	

Note: Expiration Date must be at least 24 months from the date of delivery

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents Legal Documents \Box (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR: Technical Documents □ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and Statement of the bidder's Single Largest Completed Contract (SLCC) similar (f) to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; and \square (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission or Original copy of Notarized Bid Securing Declaration; and Conformity with the Technical Specifications, which may include \Box (h) production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; and Original duly signed Omnibus Sworn Statement (OSS) and if applicable, (i) 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 The prospective bidder's computation of Net Financial Contracting Capacity \square (j) (NFCC) or A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation. Class "B" Documents If applicable, a duly signed joint venture agreement (JVA) in case the joint \square (k) 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

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

[In a section of their country's extension of their country's extension of their country's extension of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

the provisions of the JVA in the instance that the bid is successful.

	(m)	Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.
II.	(a.) (b.)	Original of duly signed and accomplished Financial Bid Form; Original of duly signed and accomplished Price Schedule(s); and Bid Proposals

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM	
Date : Project Identification No. :	
To: [name and address of Procuring Entity]	
Having examined the Philippine Bidding Documents (PBDs) including the Supplemen	ıtal

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 Amount and Purpose of
of agent Currency 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:	

Bid Securing Declaration Form

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

REPUBLIC OF THE P	HILIPPINES)	
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]

Omnibus Sworn Statement

[shall be submitted with the Bid]

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

AFFIDAVIT

- I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:
- 1. [Select one, delete the other:]

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

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

2. [Select one, delete the other:]

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

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

- 3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- 5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
- 6. [Select one, delete the rest:]

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC

Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- 9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS	WHEREOF , I have	hereunto set n	ny 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]

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

REPUBLIC OF THE PHILIPPINES)

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents] To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
- 2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years for the second offense, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
- 3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

Standard Form Number: SF-GOODS-13a

LIST OF ALL ON-GOING GOVERNMENT & PRIVATE CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED

Name of Contracts/	a. Owners Name		Bidder's Ro	le	a. Date Awarded	% (Value of
Project Cost	b. Address	Nature of Work	Description	%	b. Date started	Accomp		Outstanding Works/
	c. Telephone Nos.		·		c. Date of Completion	Planned	Actual	Undelivered Portion
GOVERNMENT								
PRIVATE								

Note: This statement shall be supported with:

- 1. Notice of Award and/or Contract
- 2. Notice to Proceed Issued by the owner
- 3. Certificate of Accomplishment signed by the owner or authorized representative

Submitted by	:
Designation	:
Date	:

STATEMENT OF SINGLE LARGEST CONTRACT COMPLETED WHICH ARE SIMILAR IN NATURE

Business Name :			_			
Business Address :						
Name of Contracts/	a. Owner's Name	Nature of Work	Bidder's Ro		a. Amount Awarded	a. Date Awarded
	b. Address c. Telephone Nos.	WOIK	Descriptio n	%	b. Amount of Completionc. Duration	b.Contract Effectivity c. Date Completed
GOVERNMENT						
OOVERIUMEIU						
PRIVATE						
FRIVAIL						
Note: This stater 1. Contract 2. Certificate of Contract 3. Certificate of Acc	ment shall be supp mpletion ceptance	orted with:		ı		

Submitted by : _____

Designation : _____

Date

Standard Form Number: SF-GOODS

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

Α.	Summary of the applicants Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached
	income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR
	authorized collecting agent, For The immediately preceding year and A certified copy of Schedule of Fixed Assets
	particularly the list of construction equipment.

		Year 20
1	Total Assets	
2	Current Assets	
3	Total Liabilities	
4	Current Liabilities	
5	Net Worth (1-3)	
6	Net Working Capital (2-4)	

		5	Net Worth (1-3)	
		6	Net Working Capital (2-4)	
В.	The Net F	inancia	al Contracting Capacity (NFCC) based on the above data is computed as follows:	
	NFCC	=	[(current asset – current liabilities)(15)] minus value of all outstanding or uncom of the projects under ongoing contracts, including awarded contracts yet to be	
	NFCC	=	p	J. G. 1. G.
			are certified true copies of the income Tax return and audited financial staten BIR or BIR authorized collecting agent for the immediately preceding year.	nent: Stamped
Sub	omitted by:			
Dat	e:			

NOTE:

1.If partnership of joint Venture, each Partner or Member Firm or Joint Venture shall submit the above requirement

Republic of the Philippines PROVINCE OF CAMARINES NORTE Daet BIDS AND AWARDS COMMITTEE

PR No.	24030793

Sir/Madam:

Sealed proposals plainly marked "Proposals for P.R. No. <u>24030793</u> to the Provincial government is subject to the terms and conditions contained at the back hereof will be received at the Office of the Bids and Awards Committee, Daet, Camarines Norte on or before <u>May 28, 2024</u> and will be publicly opened at <u>2:00 pm</u> by the Members of the Bids and Awards Committee in the presence of the bidders or their authorized representatives.

ATTY. ARCHIMEDES O. YANTO BAC Chairperson

BID PROPOSALS

ltem	Quantity	Unit	ARTICLES	UNIT PRICE	AMOUNT
1.	18	sch	Acetylcysteine 100mg		
2.	12	sch	Acetylcysteine 200 mg		
3.	28	tab	Acetylcysteine 600 mg		
4.	6	tab	Aciclovir 800 mg		
5.	22	bot	Aluminum + Magnesium hydroxide		
6.	48	tab	Amiodarone 200 mg		
7.	313	vial	Ampicillin + Sulbactam 750 mg		
8.	176	vial	Ampicillin 1 g		
9.	276	vial	Ampicillin 500 mg		
10.	217	tab	Aspirin 80 mg		
11.	1	tab	Atenolol 50mg		
12.	5	tab	Atorvastatin 20 mg		
13.	1,691	tab	Atorvastatin 40 mg		
14.	238	tab	Atorvastatin 80 mg		
15.	5	tab	Azithromycin 500 mg		
Sub-To	otal		Amount in words		
				<u>-</u>	

Firm/Supplier/Dealer/Contractor

Republic of the Philippines PROVINCE OF CAMARINES NORTE Daet BIDS AND AWARDS COMMITTEE

	PR No.	24030793

Sir/Madam:

Sealed proposals plainly marked "Proposals for P.R. No. <u>24030793</u> to the Provincial government is subject to the terms and conditions contained at the back hereof will be received at the Office of the Bids and Awards Committee, Daet, Camarines Norte on or before <u>May 28, 2024</u> and will be publicly opened at <u>2:00 pm</u> by the Members of the Bids and Awards Committee in the presence of the bidders or their authorized representatives.

ATTY. ARCHIMEDES O. YANTO BAC Chairperson

BID PROPOSALS

ltem	Quantity	Unit	ARTICLES	UNIT PRICE	AMOUNT
16.	85	tab	Betahistine 16 mg		
17.	214	neb	Budesonide 500mcg/2mL		
18.	17	amp	Bupivacaine 0.5% heavy		
19.	349	tab	Butamirate citrate 50 mg		
20.	231	amp	Butorphanol 2mg/mL		
21.	160	cap	Cefalexin 500 mg		
22.	8	bot	Cefixime 100mg/5mL 60 mL suspension		
23.	91	vial	Cefoxitin 1 g		
24.	1,566	vial	Ceftriaxone 1 g		
25.	868	tab	Cefuroxime 500 mg		
26.	1,277	vial	Cefuroxime 750 mg		
27.	969	tab	Celecoxib 200 mg		
28.	2	tab	Cetirizine 10 mg		
29.	10	bot	Cetirizine 2.5mg/mL 10 mL drops		
30.	3	bot	Cetirizine 5mg/5mL 60 mL syrup		
Sub-To	otal		Amount in words		
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Republic of the Philippines PROVINCE OF CAMARINES NORTE Daet BIDS AND AWARDS COMMITTEE

PR No.	24030793
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Sir/Madam:

Sealed proposals plainly marked "Proposals for P.R. No. <u>24030793</u> to the Provincial government is subject to the terms and conditions contained at the back hereof will be received at the Office of the Bids and Awards Committee, Daet, Camarines Norte on or before <u>May 28, 2024</u> and will be publicly opened at <u>2:00 pm</u> by the Members of the Bids and Awards Committee in the presence of the bidders or their authorized representatives.

ATTY. ARCHIMEDES O. YANTO BAC Chairperson

BID PROPOSALS

Item	Quantity	Unit	ARTICLES	UNIT PRICE	AMOUNT
31.	17	tab	Cilostazol 100mg		
32.	32	tab	Cilostazol 50 mg		
33.	106	tab	Cinnarizine 25 mg		
34.	63	tab	Ciprofloxacin 500 mg		
35.	1	bot	Clarithromycin 125 mg/5mL 35 mL suspension		
36.	3	cap	Clindamycin 300 mg		
37.	63	tab	Clonidine 75 mcg		
38.	1,120	tab	Clopidogrel 75 mg		
39.	9	cap	Cloxacillin 500mg		
40.	252	tab	Colchicine 500 mcg		
41.	224	bot	Dextrose + Sodium Chloride 5% + 0.9%, 1 L Solution		
42.	4	amp	Digoxin 500mcg/2mL		
43.	7	bot	Diphenhydramine 12.5 mg/5mL 60 mL syrup		
44.	2	cap	Diphenhydramine 25mg		
45.	6	cap	Doxycycline 100 mg		
Sub-To	otal		Amount in words		

Firm/Supplier/Dealer/Contractor	page 3 o

Republic of the Philippines PROVINCE OF CAMARINES NORTE Daet BIDS AND AWARDS COMMITTEE

PR No.	24030793
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ATTY. ARCHIMEDES O. YANTO BAC Chairperson

BID PROPOSALS

				UNIT PRICE	AMOUNT
46.	2	tab	Doxycycline 100mg		
47.	21	tab	Dydrogesterone 10 mg		
48.	86	tab	Enalapril 5mg		
49.	266	pfs	Enoxaparin 40mg/0.4mL pre-filled syringe		
50.	39	tab	Eperisone 50 mg		
51.	1,876	tab	Ferrous sulfate 325 mg		
52.	4	cap	Fluconazole 150 mg		
53.	7	bot	Folic acid 2.5mg/mL 30mL drops		
54.	21	cap	Folic acid 5 mg		
55.	8	bot	Folic acid 5mg/5mL 60 mL syrup		
56.	424	amp	Furosemide 20mg/2mL		
57.	14	tab	Furosemide 40 mg		
58.	28	supp	Glycerin 1.9 g pedia suppository		
59.	1	bot	Hydroxyethylstarch 6% 500 mL		
60.	28	amp	Hyoscine 20mg/mL		
Sub-To	tal		Amount in words		
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Firm/Supplier/Dealer/Contractor	page 4 of 9

Republic of the Philippines PROVINCE OF CAMARINES NORTE Daet BIDS AND AWARDS COMMITTEE

PR No.	24030793
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ATTY. ARCHIMEDES O. YANTO BAC Chairperson

BID PROPOSALS

Item	Quantity	Unit	ARTICLES	UNIT PRICE	AMOUNT
61.	11	tab	Hyoscine-N-butylbromide 10 mg		
62.	6	cap	Ibuprofen 200 mg capsule		
63.	2	bot	Ibuprofen 200mg/5mL 60mL suspension		
64.	7	vial	Iopromide 300mg/mL 100mL		
65.	7	vial	Iopromide 300mg/mL 50mL		
66.	218	tab	Isoxsuprine 10 mg		
67.	409	amp	Ketorolac 30mg/mL		
68.	29	bot	Lactulose 3.35g/5mL 100 mL syrup		
69.	2	bot	Lactulose 3.35g/5mL 120 mL syrup		
70.	1	bot	Lactulose 3.35g/5mL 45 mL syrup		
71.	136	bot	Lactulose 3.35g/5mL 60mL syrup		
72.	101	tab	Levetiracetam 500 mg		
73.	6	vial	Levetiracetam 500mg/5mL		
74.	22	cap	Loperamide 2 mg		
75.	11	tab	Losartan 100 mg		
Sub-To	otal		Amount in words		
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Firm/Supplier/Dealer/Contractor	page 5 of

Republic of the Philippines PROVINCE OF CAMARINES NORTE Daet BIDS AND AWARDS COMMITTEE

PR No.	24030793

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ATTY. ARCHIMEDES O. YANTO BAC Chairperson

BID PROPOSALS

Item	Quantity	Unit	ARTICLES	UNIT PRICE	AMOUNT
76.	934	tab	Losartan 50 mg		
77.	5	tab	Medroxyprogesterone 10 mg		
78.	13	cap	Mefenamic acid 250 mg		
79.	2,205	cap	Mefenamic acid 500 mg		
80.	482	tab	Mefenamic acid 500 mg		
81.	57	vial	Meropenem 1 g		
82.	21	tab	Metformin 500mg		
83.	403	amp	Metoclopramide 10mg/2mL		
84.	45	tab	Montelukast 4 mg		
85.	6	cap	Multivitamins		
86.	156	tube	Mupirocin 2% 5g ointment		
87.	44	amp	Neostigmine 500 mcg/mL		
88.	3	amp	Nicardipine 10mg/10mL		
89.	2,162	vial	Omeprazole 40 mg		
90.	8	cap	Omeprazole 40mg		
Sub-To	otal		Amount in words		
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Firm/Supplier/Dealer/Contractor	

Republic of the Philippines PROVINCE OF CAMARINES NORTE Daet BIDS AND AWARDS COMMITTEE

PR No.	24030793
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BID PROPOSALS

Item	Quantity	Unit	ARTICLES	UNIT PRICE	AMOUNT
91.	263	amp	Ondansetron 4mg/2mL		
92.	87	amp	Ondansetron 8mg/4mL		
93.	64	sch	Oral Rehydration Salts sachet		
94.	2	bot	Paracetamol 125mg/5mL 60mL suspension		
95.	937	vial	Paracetamol 1g/100 mL		
96.	7	bot	Paracetamol 250mg/5mL 60mL suspension		
97.	919	amp	Paracetamol 300mg/2mL		
98.	8	cap	Phenoxymethylpenicillin 250 mg		
99.	83	amp	Phenytoin 100mg/2mL		
100	254	vial	Piperacillin + Tazobactam 4.5 g		
101	1	bot	Sodium Chloride 0.9%, 500 mL		
102	80	amp	Potassium chloride 40 meqs/20mL		
103	193	tab	Potassium Chloride 600 mg		
104	6	tab	Potassium chloride 750 mg		
105	45	tab	Propranolol 10 mg		
Sub-To	otal		Amount in words		

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Republic of the Philippines PROVINCE OF CAMARINES NORTE Daet BIDS AND AWARDS COMMITTEE

PR No.	24030793
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ATTY. ARCHIMEDES O. YANTO BAC Chairperson

BID PROPOSALS

ltem	Quantity	Unit	ARTICLES	UNIT PRICE	AMOUNT
106	58	tab	Rifaximin 200 mg		
107	13	tab	Rosuvastatin 10 mg		
108	2,181	neb	Salbutamol + Ipratropium		
109	1	mdi	Salmeterol + Fluticasone 25mcg/250mcg		
110	101	tab	Spironolactone 25 mg		
111	93	bot	Sterile water 20 mL		
112	646	bot	Sterile water 50 mL		
113	53	tab	Sucralfate 1 g		
114	24	tab	Tamsulosin 400 mcg		
115	16	tab	Telmisartan 40 mg		
116	126	amp	Tetanus toxoid 40iu/0.5mL		
117	1	bot	Tobramycin eye drops		
118	1,626	amp	Tramadol 50 mg/mL, 1 mL		
119	498	amp	Tranexamic 500mg/5mL		
120	9	tab	Tranexamic acid 500mg		
Sub-To	tal		Amount in words		
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Firm/Supplier/Dealer/Contractor	page 8 of 9

Republic of the Philippines PROVINCE OF CAMARINES NORTE Daet BIDS AND AWARDS COMMITTEE

	PR No.	24030793

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ATTY. ARCHIMEDES O. YANTO BAC Chairperson

BID PROPOSALS

16 tab 21 vial 27 tab 17 bot 8 bot	Trimetazidine 35 mg Vancomycin 1g Vitamin B complex Zinc 10mg/mL 15 mL drops Zinc 55mg/5mL 60 mL syrup		
21 vial 27 tab 17 bot	Vancomycin 1g Vitamin B complex Zinc 10mg/mL 15 mL drops		
27 tab 17 bot	Vitamin B complex Zinc 10mg/mL 15 mL drops		
17 bot	Zinc 10mg/mL 15 mL drops		
8 bot	Zinc 55mg/5mL 60 mL syrup		
l	Amount in words		
		Amount in words	Amount in words

Firm/Supplier/Dealer/Contractor	nage 9 of 9

TERMS AND CONDITIONS

- 1. The bidders shall submit simultaneously three (3) separated sealed envelopes, the first envelope contains the "eligibility and technical requirements", the second envelope contains the "financial documents", on or before the specified date and time of bidding.
- 2. Proposals submitted after the date and time stipulated of the bids will not be entertained.
- 3. In case of discrepancies between: a) Bid prices in figures and in words, the latter shall prevail; b) total prices and unit prices, the latter shall prevail; c) Unit cost in the detailed estimates and unit cost in the bill of quantities, the latter shall prevail.
- 4. Failure to include the required bid securities as to form and amount prescribed shall automatically disqualify. The required bid securities in the form of Bid Securing Declaration, cash or cashier's/ manager's check, bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank shall not be less than 2% of the ABC, surety bond callable upon demand shall not be less than 5% of the ABC to be bid. (Section 27 of IRR-A of RA 9184).
- 5. Prices once quoted shall be respected. Error or mistakes in quoting is bidder's responsibility.
- 6. The successful bidder is required to post a performance security bond upon signing the contract. It should be in accordance with Section 39.2 of IRR of RA 9184.
- 7. The supplier shall be liable to pay a liquidated damage to an amount of one tenth of one percent of the remaining amount for every day of delay until such goods are finally delivered. This is in case the suppliers failed to deliver goods under the contract time within the specified delivery schedule.
- 8. Claims, protests or complaints shall be filed in the Office of the Head of the Procuring Entity accompanied by the payment of a non-refundable fee stated in Section 55.3 of the IRR of RA 9184, within seven (7) calendar days from the receipt of the party concerned of the resolution of the BAC denying its motion for reconsideration, otherwise, failure to submit within time limit shall not be considered.
- 9. The Bids and Awards Committee reserves the right to accept or reject any bid, to annul the bidding process and to reject any or all bids at any time prior to contract award, without thereby incurring any liability to the affected bidders.

(signed)

ATTY. ARCHIMEDES O. YANTO

BAC Chairperson

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 II	D 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)			
Legal (Capacity: _										
_				and behalf of:							

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	e of Bidder		Project ID No					Pageof		
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:

