

PROCUREMENT OF DRUGS AND MEDICINES (REBID)

ANNEX A

PROJECT NAME : PROCUREMENT OF DRUGS AND MEDICINES (REBID) IB. NO. 2021-02-008R

Project Location :QMMC BOARDROOM CONFERENCE

Implementing Office :BAC OFFICE

Approved Budget for the Contract : PHP 135,316,286.44

Time and Place of Bid Opening : 03 MARCH 2021 AUDITORIUM, 10:00AM

CODE	QMMC Technical Specification										
	GENERAL DESCRIPTION						TO BE FILLED UP BY BIDDER/S				
				QTY	UNIT COST	TOTAL	BID OFFER	TOTAL	BRAND	CPR	PRINCIPAL 'S NAME
<b>Lot 2</b>	<b><i>Parenteral Rehydration Solutions</i></b>										
	0.9% Sodium Chloride	glass bot	1L	276	115.00	31,740.00					
	5% Dextrose in Water	glass bot	500 ml	948	115.00	109,020.00					
	Total					140,760.00					
<b>Lot 4</b>	<b><i>Parenteral/Enteral Nutrition</i></b>										
	Enteral Nutrition Fiber Containing- Nutritional Feeding Formula for Regular Patient Adult (Vanilla)	can	400 g	2,012	230.00	462,817.50					
	Pediatric Polymeric -Nutritional Feeding Formula for Pediatric Patient over 3 yrs old with whey protein	can	400 g	450	275.00	123,750.00					
	Disease Specific -Oral/Tube Feeding Formula for Diabetic Patient 70% soluble fibre	can	400-500 g	420	300.00	126,000.00					
	Total					712,567.50					
	<b><i>Anti Infectives</i></b>										
<b>Lot 7</b>											
	Aciclovir	tab	400 mg	900	27.50	24,750.00					
	Aciclovir	tab	800 mg	1,800	38.38	69,084.00					

	Amoxicillin as trihydrate	bot	250 mg/5ml, granules/powder for susp 60 ml	2,385	25.00	59,625.00					
	Amoxicillin as trihydrate	bot	100 mg/ml, granules/powder for drops (susp) 15ml	563	21.00	11,812.50					
	Amoxicillin as trihydrate	cap	500 mg	22,500	2.00	45,000.00					
	Ampicillin+Sulbactam as sodium Salt	vial	500 mg+250 mg	15,000	100.00	1,500,000.00					
	Ceftriaxone as disodium/sodium salt	vial	1 G+10 ml diluent (IV)	19,000	127.40	2,420,600.00					
	Nystatin	bot	100,000 units/ml sus, 30ml	174	238.00	41,412.00					
	Cotrimoxazole (Sulfamethoxazole + Trimethoprim)	tab	800mg+160 mg	1,500	2.94	4,410.00					
	Total					4,176,693.50					
<b>Lot 11</b>											
	Cefuroxime as axetil	bot	125mg/5ml granules for sus, 70ml	108	175.00	18,900.00					
	Cefuroxime as axetil	bot	250 mg/5ml granules for sus, 120ml	247	170.00	41,947.50					
	Total					60,847.50					
<b>Lot 14</b>											
	Clarithromycin	tab	500 mg	1,500	35.00	52,500.00					
	Clarithromycin	bot	125 mg/5 ml, 50 ml	254	260.00	65,910.00					
	Clindamycin as phosphate	amp	150 mg/ml, 4ml (IM,IV)	11,625	185.00	2,150,625.00					

	Co-Amoxyclav (Amoxycillin+Pot. Clavulanate)	bot	400 mg+57 mg/5ml granules/powder for susp, 70ml susp	298	209.25	62,304.19					
	Total					2,331,339.19					
<b>Lot 15</b>											
	Azitromycin	tab	500 mg	8,438	47.00	396,562.50					
	Azitromycin dihydrate	vial	500 mg powder (IV infusion)	1,949	515.00	1,003,477.50					
						-					
	Ertapenem as sodium salt	vial	1G powder, (IM/IV)	1,425	2,639.00	3,760,575.00					
	Total					5,160,615.00					
<b>Lot 16</b>											
	Cefoxitin as sodium salt	vial	1 G	23,250	535.00	12,438,750.00					
	Cefixime	cap	200 mg	3,750	31.00	116,250.00					
	Cefixime	bot	100mg/5ml granules for susp, 60ml	90	162.88	14,659.20					
	Fluconazole	cap/tab	150 mg	600	75.00	45,000.00					
	Fluconazole	cap/tab	200 mg	600	333.35	200,010.00					
	Fosfomycin	sachet	3G granules for sol'n	300	429.00	128,700.00					
	Meropenem as trihydrate	vial	1 G powder	5,775	450.00	2,598,750.00					
	Meropenem as trihydrate	vial	500 mg powder	2,250	320.00	720,000.00					
	Total					16,262,119.20					
<b>Lot 17</b>											
	Ampicillin as Sodium salt	vial	500 mg (IM,IV)	35,400	8.81	311,874.00					
	Oxacillin as Sodium salt	vial	500 mg	8,250	20.33	167,722.50					
	Amikacin sulfate	vial	250 mg/ml, 2 ml	2,813	89.00	250,312.50					
	Penicillin G Crystalline as Sodium Salt (benzylpenicillin)	vial	1M units (IM,IV)	1,800	7.39	13,302.00					
	Penicillin G Crystalline as Sodium Salt (benzylpenicillin)	vial	5M units (IM,IV)	1,125	16.51	18,573.75					

	Penicillin G Benzathine (benzathine benzylpenicillin)	vial	1.2M units (MR)(IM)	225	49.87	11,220.75					
	Gentamicin Sulfate	amp/vial	40 mg/ml, 2ml (IM IV)	4,800	19.88	95,424.00					
	Total					868,429.50					
<b>Lot 18</b>											
	Chlorhexidine as gluconate	bot	0.12% 120ml	4,500	110.00	495,000.00					
	Ketoconazole	tube	cream, 2%, 15 g tube	38	115.00	4,312.50					
	Piperacillin+Tazobactam	vial	4 G+500 mg	40,500	295.00	11,947,500.00					
	Piperacillin+Tazobactam	vial	2 G+250 mg	9,150	270.00	2,470,500.00					
	Mupirocin	tube	2%,5g ointment	6,450	63.00	406,350.00					
	Silver Sulfadiazine	jar	cream, 1 %, 500 g (micronized)	75	799.00	59,925.00					
	Vancomycin as hydrochloride	vial	500 mg (IV)	5,850	995.00	5,820,750.00					
	Vancomycin hydrochloride	vial	1G IV	100	2,302.00	230,200.00					
	Total					21,434,537.50					
<b>Lot 2 Immunologicals</b>											
	Anti tetanus Serum (equine)	amp/vial	1500 IU/ml, 0.7-1ml (IM)	7,875	59.00	464,625.00					
	Tetanus Toxoid	amp	0.5 ml (IM)	5,625	38.99	219,318.75					
	Total					683,943.75					
	<b>CARDIOVASCULAR MEDICINES</b>										
<b>Lot 22</b>											
	Amlodipine as besylate	tab	5 mg	68,175	4.00	272,700.00					
	Amlodipine as besylate	tab	10 mg	88,500	1.99	176,115.00					
	Atorvastatin calcium	tab	10 mg	11,250	10.00	112,500.00					
	Total					561,315.00					
<b>Lot 23</b>											
	Clonidine as hydrochloride	tab	75 mcg	19,725	26.73	527,249.25					
	Clopidogrel	tab	75 mg	46,838	8.00	374,700.00					
	Telmisartan	tab	40mg	10,500	19.00	199,500.00					
	Telmisartan	tab	80 mg	2,498	40.07	100,074.83					

	Telmisartan + Hydrochlorothiazide	tab	40 mg+12.5 mg	5,828	23.15	134,906.63					
	Total					1,336,430.70					
Lot 24											
	Enoxaparin as sodium salt	pfs	100mg/ml, 0.4ml (SC)	3,000	500.00	1,500,000.00					
	Enoxaparin as sodium salt	pfs	100 mg/ml, 0.6 ml (SC)	2,250	655.00	1,473,750.00					
	Irbesartan	tab	150 mg	11,235	17.32	194,590.20					
	Irbesartan	tab	300 mg	5,796	26.25	152,145.00					
	Irbesartan + Hydrochlorothiazide	tab	150 mg+12.5 mg	4,578	21.18	96,962.04					
	Losartan as potassium salt	tab	50 mg	65,700	3.25	213,525.00					
	Losartan +Hydrochlorothiazide	tab	50 mg+12.5 mg	11,250	2.00	22,500.00					
	Losartan as potassium salt	tab	100 mg	14,100	2.76	38,916.00					
	Metoprolol as tartrate	tab	50 mg	36,300	0.99	35,937.00					
	Metoprolol as tartrate	tab	100 mg	8,550	1.89	16,159.50					
	Rosuvastatin as calcium	tab	10 mg	10,875	5.32	57,855.00					
	Rosuvastatin as calcium	tab	20 mg	11,475	6.85	78,603.75					
	Total					3,880,943.49					
Lot 26											
	Digoxin	tab	250 mcg	5,850	4.21	24,628.50					
	Digoxin	amp	250 mcg/ml, 2ml	900	117.61	105,849.00					
	Norepinephrine as bitartrate	amp	1 mg/ml, 4 ml	6,113	208.00	1,271,400.00					
	Total					1,401,877.50					
RESPIRATORY MEDICINES											
Lot 27											
	Acetylcysteine	amp	100 mg/ml, 3ml (IV infusion)	9,675	89.00	861,075.00					
	Acetylcysteine	amp	100 mg/ml, 3ml sol'n for inhalation	1,500	89.00	133,500.00					
	Acetylcysteine	sachet	200 mg	4,000	12.50	50,000.00					
	Acetylcysteine	eff tab	600 mg	35,700	27.85	994,245.00					
	Ipratropium as bromide anhydrous + Salbutamol	resp	500 mcg+2.5 mg, 2.5 ml (unit dose)	43,750	30.00	1,312,500.00					

	Ipratropium bromide	neb	250mcg/ml,2ml (unit dose)	8,000	96.85	774,800.00					
	Total					4,126,120.00					
	<b><i>SURFACTANT</i></b>										
<b>Lot 28</b>											
	Beractant	vial	25mg/ml susp for intratracheal adm, 8ml	30	18,000.00	540,000.00					
	Beractant	vial	25mg/ml susp for intratracheal adm, 4ml	30	10,300.00	309,000.00					
	Total					849,000.00					
	<b><i>Long Acting Muscle Relaxant and Antagonist</i></b>										
<b>Lot 29</b>											
	Rocuronium as bromide	vial	10mg/ml, 5ml (IV)	4,100	217.00	889,700.00					
	Sugammadex	vial	100mg/ml, 2ml	450	5,257.06	2,365,677.00					
	Total					3,255,377.00					
	<b><i>ANTIALLERGICS</i></b>										
<b>Lot 31</b>											
	Diphenhydramine hydrochloride	amp	50 mg/ml, 1 ml	6,000	80.00	480,000.00					
	Diphenhydramine hydrochloride	cap	50 mg	1,800	1.20	2,160.00					
	Diphenhydramine hydrochloride	bot	12.5 mg/5ml, 60ml svr	23	18.81	423.23					
	Total					482,583.23					
	<b><i>GASTROINTESTINAL MEDICINES</i></b>										
<b>Lot 32</b>											
	Omeprazole	cap	20 mg	2,700	5.00	13,500.00					
	Omeprazole	cap	40 mg	47,475	30.00	1,424,250.00					
	Omeprazole	vial	40 mg vial+10 ml solvent (IV)	48,525	335.00	16,255,875.00					
	Ondansetron as hydrochloride	amp	2 mg/ml,4 ml	750	145.25	108,937.50					
	Sevelamer carbonate	tab	800 mg	24,300	34.62	841,266.00					
	Sevelamer carbonate	sachet	800 mg powder	4,500	65.63	295,335.00					

[illegible]

Other Medicines											
5	Allopurinol	tab	300mg	3,150	3.00	9,450.00					
6	Alprazolam	tablet	250mcg	150	4.20	630.00					
7	Aluminum Hydroxide+Magnesium Hydroxide	tab	200mg + 100mg	900	1.90	1,710.00					
8	Aluminum Hydroxide+Magnesium Hydroxide	bot	200-225mg+ 100-200mg per 5 ml, 120 ml	315	40.00	12,600.00					
15	Ascorbic acid	bot	100 mg/5 ml,120 ml syr	2,100	32.67	68,607.00					
16	Ascorbic acid	bt	oral drops 100 mg/ml, 15 ml	450	20.79	9,355.50					
21	Atropine as Sulfate	bot	eye drops sol'n 1%, 5 ml	1,463	298.90	437,141.25					
28	Bisoprolol as fumarate	tab	5mg	200	19.54	3,908.00					
29	Bromocriptine (as mesilate)	tablet	2.5mg	300	18.00	5,400.00					
37	Butamirate citrate	bot	7.5mg/5ml syrup 120ml	225	120.00	27,000.00					
46	Carbamazepine	tablet	MR,400 mg	2,700	11.25	30,375.00					
47	Carbachol	vial	0.01% sterile solution 1ml	225	172.21	38,747.25					
51	Cefalexin monohydrate	cap	500mg	900	2.81	2,529.00					
53	Ceftazidime as pentahydrate	vial	2 G	150	2,474.25	371,137.50					
58	Cetirizine as dihydrochloride	bot	10mg/ml drops, 10ml	45	65.56	2,950.20					
64	Colistimethate sodium	vial	2M iu	600	1,730.00	1,038,000.00					
68	Desmopressin acetate	tab	100mcg	100	142.75	14,275.00					
71	Diazepam	amp	5 mg/ml, 2 ml	4,500	91.18	410,310.00					
74	Diclofenac as Sodium or potassium salt	tab/cap	100 mg MR	200	10.80	2,160.00					
75	Diclofenac as Sodium Salt	tab	50 mg enteric coated or MR tab	200	0.75	150.00					
76	Digoxin	bt	50mcg/ml elixir, 60ml	30	710.25	21,307.50					
77	Diltiazem	tab	60 mg	200	3.10	620.00					



89	Enalapril maleate	tab	5mg	3,300	8.70	28,710.00					
90	Entecavir	tab	1mg	150	266.00	39,900.00					
91	Eperisone hydrochloride	tab	50mg	6,000	12.00	72,000.00					
92	Ephedrine Sulfate	amp	50 mg/ml,1ml or 5% wv	1,950	76.75	149,662.50					
109	Fluconazole	vial	2mg/ml, 100ml (IV infusion)	420	336.77	141,443.40					
114	Fluticasone Propionate	inhalation	MDI 50mcg/dose, 120doses	75	220.44	16,533.00					
121	Gadoteric acid	vial	0.5mmol/ml sol'n for injection 10ml	1,000	2,700.00	2,700,000.00					
122	Gadoxetic acid, Disodium	pfs	181.43mg/ml (0.25 mmol/ml) 10ml	4	11,030.00	41,362.50					
127	Gliclazide	tab	60mg MR tablet	1,500	10.60	15,900.00					
130	Heparin as sodium salt	vial	1,000 IU/ml, 5ml (Unfractionated, Bovine Origin)	1,500	90.00	135,000.00					
132	Hydrocortisone Cream	tube	cream, 1%, 5 g tube	38	117.20	4,395.00					
135	Hydrocortisone sodium succinate	vial	125mg/ml, 2ml IM IV	563	67.42	37,923.75					
136	Hydrocortisone sodium succinate	vial	50mg/ml, 2ml IV	450	149.50	67,275.00					
138	Hydroxychloroquine as sulfate	tab	200mg	600	77.20	46,320.00					
140	Hydroxyzine as dihydrochloride/hydrochloride	tab	25 mg	9,000	18.25	164,250.00					
143	Hypromellose	bot	ophthalmic sol'n 0.3%, 10ml;preservative	150	150.00	22,500.00					
147	Imatinib mesilate	tab	400g	150	1,300.00	195,000.00					
148	Immunoglobulin Human Hepatitis B	pfs	10iu/0.5ml	90	1,655.75	149,017.50					
152	Ipratropium bromide	inhalation	MDI 20mcg/dosex200doses	750	900.00	675,000.00					
154	Isoflurane ( With provision of Vaporizer)	bot	100 ml	375	1,388.34	520,627.50					

157	Isosorbide dinitrate	SL tab	5 mg	2,900	20.83	60,407.00					
158	Isosorbide dinitrate	tab	10 mg	700	19.05	13,335.00					
169	Levobupivacaine Hydrochloride	amp	5mg/ml, 10ml	2,250	210.00	472,500.00					
179	Mebendazole	bt	100mg/5ml susp, 30ml	18	610.00	10,980.00					
180	Mecobalamin	tab	500mcg	300	12.16	3,648.00					
184	Methimazole (Thiamazole)	tab	10mg	2,250	19.50	43,875.00					
185	Methotrexate as base	vial	25 mg/ml,2ml (IM,IV,intrathecal)	1,900	125.00	237,500.00					
194	Metoclopramide as hydrochloride	amp	5mg/ml, 2ml	7,200	14.25	102,600.00					
196	Micafungin	vial	50mg lyophilized powder for infusion IV	38	5,000.00	187,500.00					
197	Midazolam	amp/vial	5 mg/ml, 1 ml	10,500	67.88	712,740.00					
198	Midazolam	tab	15mg	150	101.56	15,234.00					
200	Monobasic/dibasic sodium phosphate	bot	48 g/18g, 45 ml	750	226.50	169,875.00					
204	Morphine as Sulfate	tab	10 mg MR	1,200	24.24	29,088.00					
205	Moxifloxacin	tab	400mg	750	206.50	154,875.00					
206	Moxifloxacin (preservative free)	bot	5mg/ml (0.5%W/v) sterile opthh sol'n	225	455.00	102,375.00					
207	Multivitamin+Minerals+Iron	bt	Vit A,C,D, B Com Folic Acid, Niacin(Lysin) + Iron, 60ml syr	904	52.69	47,618.59					
208	Multivitamin+Minerals+Iron	bot	15ml oral drops, Vit A,C,D, B Com Folic Acid, Niacin(Lysin) + Iron	900	52.50	47,250.00					
213	Naproxen	tab	250mg base (275mg)	300	11.50	3,450.00					
218	Nifedipine	tab	30 mg MR	9,000	41.25	371,250.00					

219	Nimodipine	tab	30 mg	10,000	39.78	397,800.00					
228	Oral Rehydration Salts w/ flavor	tab/sachet	equiv in mmol/L: Na -75, K-20, Cl- 65, Citrate-10, Glucose anhydrous- 75:	3,750	8.34	31,275.00					
231	Oxcarbazepine	tablet	300mg	135	18.84	2,543.40					
232	Oxycodone as Hydrochloride	amp	10mg/ml, 1ml, IV infusion	10	1,019.70	10,197.00					
233	Oxycodone as Hydrochloride	tab	10mg	10	170.92	1,709.20					
234	Oxymetazoline as hydrochloride	bot	nasal spray 0.05%, 15ml	150	180.00	27,000.00					
235	Oxytocin	amp	10 IU/ml/ml, 1 ml (IM,IV)	33,000	19.50	643,500.00					
237	Paracetamol	amp	150mg/ml, 2ml	58,500	3.98	232,830.00					
238	Paracetamol	vial	10mg/ml, 50ml	31,200	217.18	6,776,016.00					
239	Paracetamol ( Alcohol free)	bot	100 mg/ml, 15 ml drops	2,100	19.50	40,950.00					
240	Paracetamol ( Alcohol free)	bot	250 mg/5ml, 60 ml syr	4,875	21.44	104,520.00					
241	Paracetamol (Acetaminophen)	tab	500 mg	69,750	0.48	33,480.00					
244	Phenobarbital as Sodium salt	amp	130 mg/ml, 1ml	100	489.79	48,979.00					
251	Povidone Iodine	bot	1%, 60 ml (gargle)	525	89.00	46,725.00					
253	Prednisolone sodium phosphate	bot	15mg/5ml syrup 60ml	18	216.00	3,888.00					
261	Propylthiouracil 50 mg tab(PTU)	tab	50 mg	7,500	9.60	72,000.00					
262	Ranitidine as hydrochloride	tab	150 mg	2,250	0.80	1,800.00					
263	Ranitidine as hydrochloride	amp	25mg/ml, 2ml	3,000	3.68	11,040.00					
273	Sevoflurane (closed delivery system dispenser bottle, spill proof) provision for vaporizer for every anesthesia machine	bot	250 ml	490	5,279.00	2,586,710.00					
277	Sodium Bicarbonate	amp/vial	1meq/ml, 50ml or 8.4% 50 ml	1,350	107.50	145,125.00					
278	Sodium Bicarbonate	tablet	650mg	11,200	1.00	11,200.00					
283	Succinylcholine as Chloride	vial	20 mg/ml, 10ml	225	142.49	32,060.25					

285	Tamoxifen as citrate	tab	20 mg	2,900	6.85	19,865.00					
288	Terbutaline sulfate	amp	500mcg/ml, 1ml (IM,IV,SC)	75	42.88	3,216.00					
289	Tetanus, Immunoglobulin	pfs	250 IU/ml, 1 ml	188	480.00	90,000.00					
290	Theophylline (anhydrous)	tab	200mg	450	37.00	16,650.00					
294	Tobramycin+Dexamethasone	tube	eye oint 0.3%+0.1%, 3.5 g	188	495.00	92,812.50					
297	Tramadol as Hydrochloride	cap	50 mg	25,700	2.10	53,970.00					
301	Trastuzumab	vial	120mg/5ml lyophilized powder (sc)	263	26,000.00	6,825,000.00					
303	Tuberculin, Purified Protein Derivative	vial	2 TU/0.1 ml sol'n, 1ml	169	897.00	151,368.75					
304	Vaccine, Hepatitis B ( Recombinant DNA)	vial	20 mcg/ ml monodose (IM) adult	150	163.22	24,483.00					
305	Valaciclovir as hydrochloride	tab	500mg	150	31.61	4,741.50					
309	Vero cell (purified), Rabies vaccines	vial	lyophilized powder, 2.5iu/0.5ml, vial+diluent (10.1ml)	500	1,165.00	582,500.00					
314	Zinc gluconate	tab/cap	10 mg	200,000	4.50	900,000.00					
	<b>Subtotal Line Rebid</b>					<b>30,543,238.54</b>					
	GRAND TOTAL					135,316,286.44	135,316,286.44				

# **PHILIPPINE BIDDING DOCUMENTS**



**Procurement of Drugs and Medicines  
CY 2021 (Rebid)  
2021-02-008R**

**Government of the Republic of the Philippines**

**Sixth Edition  
July 2020**

# Preface

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

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

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

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

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

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

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

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

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

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

**EXW** – Ex works.

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

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

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

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

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

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

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

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

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

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

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



Republika ng Pilipinas  
Kagawaran ng Kalusugan  
**PANG-ALAALANG SENTRONG MEDIKAL QUIRINO**  
(Quirino Memorial Medical Center)  
JP Rizal cor. P. Tuazon Sts, Project 4, Quezon City, Philippines, 1109  
Website : [www.qmmc.doh.gov.ph](http://www.qmmc.doh.gov.ph) Email add: [qmmc\\_doh@yahoo.com](mailto:qmmc_doh@yahoo.com)  
Trunkline Nos: 5304-9800



## INVITATION TO BID FOR PROCUREMENT OF DRUGS AND MEDICINES CY 2021 (REBID)

The **QUIRINO MEMORIAL MEDICAL CENTER**, through the *Revolving fund* intends to apply the sum of *One Hundred Thirty-Five Million Three Hundred Sixteen Thousand Two Hundred Eighty-Six and forty-four cents (Php135,316,286.44)* being the ABC to payments under the contract for *Procurement of Drugs and Medicines CY 2021-Rebid*. Bids received in excess of the ABC shall be automatically rejected at bid opening.

1. The **QUIRINO MEMORIAL MEDICAL CENTER** now invites bids for the above Procurement Project. Delivery of the Goods is required by *within the specified under Section VI: Schedule of Requirements*. Bidders should have completed, within *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).
2. 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.
  - a. 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.
3. Prospective Bidders may obtain further information from QMMC BAC Secretariat, Administrative Building, QMMC and inspect the Bidding Documents at the address given below during *8:00am to 5:00pm, Monday to Friday except Holidays*.
4. A complete set of Bidding Documents may be acquired by interested Bidders on *February 11 to March 3, 2021* from the given address and website below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of (refer to table no. 1)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees to be presented in person.

<b>Table 1</b>	
<i>ABC based on the bid offer of the Bidder</i>	<i>Amount of Bid Documents</i>
<i>Php 500,000 and below</i>	<i>Php 500.00</i>
<i>More than 500,000 up to 1 million</i>	<i>Php 1,000.00</i>
<i>More than 1 million to 5 million</i>	<i>Php 5,000.00</i>
<i>More than 5 million to 10 million</i>	<i>Php 10,000.00</i>
<i>More than 10 million to 50 million</i>	<i>Php 25,000.00</i>
<i>More than 50 million to 500 million</i>	<i>Php 50,000.00</i>

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

5. The **QUIRINO MEMORIAL MEDICAL CENTER** will hold a Pre-Bid Conference<sup>1</sup> on *February 19, 2021 / 10:00am* at *QMMC Boardroom, J.P. Rizal cor. P. Tuazon Sts., Project 4, Quezon City* which shall be open to prospective bidders.
6. Bids must be duly received by the BAC Secretariat through at the office address indicated below on or before *March 3, 2021 / 10:00am*. Late bids shall not be accepted.
7. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
8. Bid opening shall be on *March 3, 2021 / 10:00am* at *QMMC Auditorium, J.P. Rizal cor. P. Tuazon Sts., Project 4, Quezon City*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
9. The **QUIRINO MEMORIAL MEDICAL CENTER** 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.
10. For further information, please refer to:

**FIDEL JOHN P. CASEÑAS, RN**  
*BAC Secretariat Chairman*  
**QUIRINO MEMORIAL MEDICAL CENTER**  
*J.P. Rizal cor. P. Tuazon Sts,*  
*Project 4, Quezon City*  
*Tel. No. (632)5304-9800 loc. 7007*  
*EMAIL ADD: qmmcbacsec@gmail.com*

11. You may visit the following websites:

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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.

For downloading of Bidding Documents: *PhilGEPS and QMMC Official Website*

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***MAXIMO B. AXIBAL, JR. MD, FPSP, MMHA***  
*BAC-Chairperson (Goods)*

## ***Section II. Instructions to Bidders***

### **Notes on the Instructions to Bidders**

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



## 1. Scope of Bid

The **QUIRINO MEMORIAL MEDICAL CENTER** wishes to receive Bids for the *Procurement of Drugs and Medicines CY 2021 (Rebid)* with identification number *ITB 2021-02-008R*.

The *Procurement of Drugs and Medicines CY 2021 (Rebid)* is composed of *ITB 2021-02-008R*, 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 2021 in the amount of *One Hundred Thirty-Five Million Three Hundred Sixteen Thousand Two Hundred Eighty-Six and forty-four cents (Php135,316,286.44)*

2.2. The source of funding is:

a. Revolving Fund

## 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 bidders may be eligible to participate when any of the following circumstances exist;
- a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
    - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
    - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
    - iii. When the Goods sought to be procured are not available from local suppliers; or
    - iv. When there is a need to prevent situations that defeat competition or restrain trade.
  - 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**

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

- 7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

## **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 *QMMC Boardroom, J.P. Rizal cor. P. Tuazon Sts., Project 4, Quezon City* as indicated in paragraph 6 of the **IB**.

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

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

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

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

## **11. Documents comprising the Bid: Financial Component**

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## 12. Bid Prices

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

## 13. Bid and Payment Currencies

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

## 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *One Hundred Twenty (120) calendar days from the Opening of Bids*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## 15. Sealing and Marking of Bids

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

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

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

## 16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

## 17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

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

## 18. Domestic Preference

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

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

## **19. Detailed Evaluation and Comparison of Bids**

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 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 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**

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

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

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

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

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

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

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

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

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

# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. <i>Drugs and Medicines</i></li> <li>b. completed within Two (2) Years prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	<i>Not Applicable</i>
12	The price of the Goods shall be quoted DDP or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than <u>the equivalent to two percent (2%) of ABC</u>, 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 the <i>equivalent to five percent (5%) of ABC</i> if bid security is in Surety Bond.</li> </ul>
15	<p>Each Bidder shall submit one (1) Original and one (1) copy of the first and second components of its bid: 1<sup>st</sup> copy – marked as “ORIGINAL”; 2<sup>nd</sup> copy – marked as “COPY 1”</p> <p>Color of folder: Violet</p>
19.3	<i>The ABC is One Hundred Thirty-Five Million Three Hundred Sixteen Thousand Two Hundred Eighty-Six and forty-four cents (Php135,316,286.44). Any bid with a financial component exceeding each amount shall not be accepted</i>
20.2	<p><i>[List here any licenses and permits relevant to the Project and the corresponding law requiring it.]</i></p> <p>N/A</p>
21.2	



## ***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**.

*[Include the following clauses if Framework Agreement will be used:]*

- 2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.
- 2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

## 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.*{[Include if Framework Agreement will be used:]} In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.*

#### **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 *{[Include if Framework Agreement will be used:] or Framework Agreement}* 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**

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

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

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

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

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

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

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

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

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

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

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

## Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>RELLIE MONROE C. NAVARRETE, MMHA  Head, Procurement Section  <u>QUIRINO MEMORIAL MEDICAL CENTER</u>  J.P.Rizal cor. P. Tuazon Sts.  Project 4, Quezon City  Tel. No. (632)5304-9800 loc. 5028</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> </ol>

	<p>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</p>
	<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>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>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>

	<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	<i>[If partial payment is allowed, state]</i> “The terms of payment shall be as follows: _____.”
4	The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i>



## ***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>
1	Drugs and Medicines	Refer to technical specifications	<i>One Hundred Thirty-Five Million Three Hundred Sixteen Thousand Two Hundred Eighty-Six and forty-four cents (Php135,316,286.44)</i>	7 calendar days upon receipt of approved Purchase Order

## ***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

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>
	Please see attached file (Annex A)	

## ***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

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);  
**or**
- (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,  
**and**
- (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;  
**and**
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

#### Technical Documents

- (e) 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**
- (f) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (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**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) 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

- (j) 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; **and**
- (k) 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***

- ☐ (l) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

**or**

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

**II. FINANCIAL COMPONENT ENVELOPE**

- ☐ (m) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ (n) Original of duly signed and accomplished Price Schedule(s).

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

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

## 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 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]*

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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]*

## Omnibus Sworn Statement (Revised)

*[shall be submitted with the Bid]*

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

### AFFIDAVIT

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

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

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

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

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

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

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

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

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

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

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of \_\_\_, 20\_\_\_ at \_\_\_\_\_, Philippines.

*[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]*

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

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**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: \_\_\_\_\_





Republic of the Philippines  
Department of Health  
Quirino Memorial Medical Center  
Project 4, Quezon City

## Other terms and condition

### Additional Requirements to be attached to the Technical Specifications

For old suppliers with products previously used by QMMC for the past two years:

(Submit I-V & XI)

For new suppliers with products not previously used by QMMC for the past two years. (Submit I-XI)

- I. Photocopy of valid and current Certificate of Product Registration  
If CPR is expired, certified true copy of Official receipt and tracking document from FDA.
- II. Certificate of Good Performance- Per Principal
  - a. For old suppliers, Certificate of Good Performance (CGP) for the last two years from QMMC must be submitted, signed by the HOPE. (CGP **covering period from** fourth quarter 2018 to present is still acceptable; (Good performance refers to Bidders without record/s of non-compliance of contractual obligations, viz: non delivery of drugs/medicine with approved Purchase Order; canceled Purchase Order and, absence of complaints or reported adverse drug reaction) For old/existing suppliers without CGP for 2019 or with letter of regret, Bidder may submit CGP from three (3) tertiary government /private hospitals covering the year 2019 issued 2021.
  - b. For new suppliers, submit Certificate of Good Performance from at least three (3) tertiary government or private hospital, signed by the HOPE (CGP covering period from 4thQ 2018 to present is acceptable)
- III. Valid license to operate issued by Philippines FDA



- IV. Suppliers must submit a matrix or summary of shelf life of products offered.
- V. Bidder must submit a Certificate of Declaration of the following:
  - 1. The brand offered is commercially available in the market for at least two years.
  - 2. The offered brand has not been subject to product complaint/product recall for the past two years.
  - 3. The supplier shall submit international or local study when requested thru writing during post qualification for Cardiovascular drugs and stability study for Antiplatelets.
  - 4. IV Antimicrobials such as 2<sup>nd</sup> and 4<sup>th</sup> generation Cephalosporin, Beta lactam/Betalactamase inhibitor and Carbapenems shall be compatible with sterile water, 0.9 sodium chloride, dextrose 5%, or combination of dextrose 5% and 0.9 Sodium chloride and stability upon dilution of 6 hours - 24 hours at room temp or up to 48 hours - 7 days if refrigerated.
  - 5. Drug Product Delivery:
    - 5.1 Oral tablets and capsules should be in foil or blister packs.
    - 5.2 Oral suspensions and syrups should have a pleasant taste.
    - 5.3 Name of drug, lot number, expiry date should be readable from the strip or foil.
    - 5.4 Drugs shall be fresh commercial stock with a total shelf life of:
      - 5.4.1 For solid preparations- twenty four (24) months from the date of manufacture but not less than eighteen (18) months from the date of delivery.
      - 5.4.2 For liquid preparations, expiration date should not be less than 18 months from the date of manufacture and not less than 16 months from the date of delivery. However, in exceptional cases such as: emergency situations, calamities or when the pharmacy stock position is below the minimum level or other reasonable cases, the entity may accept drugs with an expiration date less than 18 or 16 months but not below 12 months at the time of delivery provided that the supplier shall issue a

waiver stating that it will replace the same with fresh stock as soon as it becomes readily available. The entity reserves the right to return any drug for any justifiable cause/s.

6. All deliveries should be properly sealed and labeled.
7. Awarded items will be subjected to random sampling for chemical assay upon delivery; cost of assay will be shouldered by the winning supplier, goods subjected to evaluation will be replaced by the supplier. The test to be conducted and sample sizes are as follows:

**Physico-Chemical Test**

- a. tablet/capsule- 1 commercial presentation (minimum of 50 pcs)
- b. liquid/suspension solution- 60 ml x 6 bottles; 120 ml x 6 bottles
- c. granules/powders for suspension – 30 ml x 60 bottles

**Sterility Test**

- a. solid preparation- less than 50 mg or more but less than 200 mg or more- minimum of 20 bottles
- b. liquid preparation 1 ml to 100 ml minimum of 20 bottles; 500 ml to 1000 ml minimum of 6 bottles

**Microbiological test**

- a. tablet/capsule – number of tablets equivalent to at least 20 grams
- b. liquid preparations – 500 ml to 1000 ml minimum of 6 bottles

8. Shall assure QMMC of continuous supply of items awarded. There should be available stocks to be delivered during contract effectivity.
9. Failure to deliver within the required seven (7) **working** days after the receipt of the purchase order or non-delivery in whole or in part shall be subject to the penalties prescribed under the accounting and auditing rules and regulations.
10. Non delivery of items after fifteen **calendar** days after the original schedule of delivery will result in the cancellation of the particular item, forfeiture of performance bond, computation and enforcement of penalties, and non-issuance of Certificate of Good Performance for the succeeding two years.
11. Delivery of goods shall be during office hours except in cases of emergency, deliveries may be received by the Admitting Staff in the presence of a Security Guard as witness.

12.The Supplier shall warrant the high quality of items to be delivered and free from all hidden defects. Stocks which were previously accepted but expiring within six (6) months shall be replaced immediately at no cost to QMMC. Failure to replace stocks will result in the automatic deduction of the amount corresponding to the expiring or expired drugs, in the accounts payable by QMMC to the supplier or distributor.

13. The delivery of defective goods involving label errors will mean cancellation of subsequent orders and return of unused goods.

14. Deliveries with wrong specifications or brand based on the requirements per Purchase Order/ Notice of award will not be accepted/ considered. Re-evaluation of such item will not be accepted.

15. Bid prices per item should be up to two decimal places only and should be on per unit/piece basis;

16. Quantity to be procured from the winning bidder will be based on the Purchase Order and Notice to Proceed.

- VI. Certificate of Analysis for the product offered duly issued by accredited FDA laboratory (local) and should contain information indicated in the monograph of the drug.
- VII. Certificate of valid Current Good Manufacturing Practice (CGMP)
- VIII. Original brochure / package insert or downloaded from the internet or encryption/imprint inside the box as approved by PFDA.
- IX. The bidder shall submit any of the following whichever is applicable:
  - a) If the bidder is a manufacturer, certificate that the bidder manufactures the products/items; or
  - b) b) If the bidder is an Exclusive/Authorized Distributor or Dealer of the products/items,
  - c) If the bidder is an agent of the exclusive distributor or dealer, the following must be provided:
    - i. Certificate or Distributor/Dealership Agreement by the Manufacturer with the distributor or dealer; and/or
    - ii. Certification or Contract/Dealership Agreement between the distributor/dealer and the bidder
- X. For drugs/medicines not previously used by QMMC for the past two years, supplier shall submit samples for evaluation (good for 7 patients

ANNEX A(CONTINUATION)

full course) upon determination as the lowest bidder. ( Except insulins, vaccines, chemotherapeutics, vitamins)

- XI. Soft copy of technical specs with bid offer to be attached on the Technical documents.



Republic of the Philippines  
Department of Health  
Quirino Memorial Medical Center  
Project 4, Quezon City

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  - c) If the bidder is an agent of the exclusive distributor or dealer, the following must be provided:
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ANNEX A(CONTINUATION)

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