

PHILIPPINE PHARMA PROCUREMENT, INC.

**PROCUREMENT OF VARIOUS
MEDICINE REQUIREMENTS FOR THE
ARMED FORCES OF THE PHILIPPINES
HEALTH SERVICE COMMAND
(AFPHSC)
UNDER ORDERING AGREEMENT**

Project Ref. No. BAC-PO/GOODS 2018-08-01

Section I.
Invitation to Bid



INVITATION TO BID
Public Bidding for the Supply and Delivery of
VARIOUS MEDICINE REQUIREMENTS OF THE ARMED FORCES OF THE
PHILIPPINES (AFPHSC) UNDER ORDERING AGREEMENT
Project Reference No. BAC-PO/GOODS 2018-08-01

The Philippine Pharma Procurement, Inc. (PPPI) for the account of the Armed Forces of the Philippines Health Service Command (AFPHSC), invites suppliers, distributors and manufacturers to bid for the Procurement of Various Medicine Requirements of the AFPHSC under an Ordering Agreement arrangement (per line item/lot bidding) under Project Reference No. BAC-PO/GOODS 2018-08-01 with the total Approved Budget for the Contract (ABC) of *One Hundred Sixty Million Seven Hundred Forty-seven Thousand Six Hundred One & 78/100 (Php160,747,601.78)*.

The guidelines set forth under GPPB Resolution No. 01-2012 dated January 27, 2012 (Amendments to the Guidelines on the Use of an Ordering Agreement) shall be adopted for this project.

All particulars relative to Eligibility Statements and Screening, Bid Security, Performance Security, Pre-Bidding Conference, Evaluation of Bids, Post-Qualification and Award of Contract shall be governed by the pertinent provisions of R.A. 9184 and its Revised Implementing Rules and Regulations (IRR).

Below is the schedule of activities:

Date and Time	Activity	Venue
17 August 2018 9:30 am	Pre-Bid Conference	Alberto B. Barretto Hall, Penthouse, NDC Bldg, 116 Tordesillas St., Salcedo Village, Makati City
30 August 2018 8:30 am	Deadline for Submission of Bids	2/F NDC Building, 116 Tordesillas Street, Salcedo Village, Makati City
30 August 2018 9:00 am	Opening of Bids	Alberto B. Barretto Hall, Penthouse, NDC Bldg, 116 Tordesillas St., Salcedo Village, Makati City

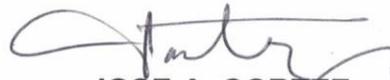
Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the IRR of RA 9184. Bids will be opened in the presence of the bidder’s representatives who choose to attend at the given address. Late bids will not be accepted. Prospective bidder should have completed within the last two (2) years a Single Largest Completed Contract (SLCC) equivalent to at least 25% of the ABC of the item/s to be bid, and the largest of these similar contracts shall be equivalent to 12.5% of the ABC of the item/s to be bid.

Interested bidders may obtain further information from the PPPI BAC Secretariat at the address given above from 8:00 am to 5:00 pm, Mondays to Fridays excluding holidays. Likewise, Bidding Documents shall be available starting from 10 August 2018 at the address above. Please be informed that the payment is a non-refundable fee.

Considering that the price of the Bidding Documents shall be based on the cumulative ABC of the item/s to be bid, a Letter of Intent, indicating therein the item/s to be bid with the corresponding ABC and using the Line Item No. indicated in the list of the items to be bid, shall be provided prior purchase of the said documents by interested bidders. Please refer to Section VII of the bidding documents for the complete list of the medicines.

Cost of Bidding Documents	
Approved ABC	Cost of Bid Documents
500,000 and below	Php 500.00
More than 500,000 up to 1 Million	1,000.00
More than 1 Million up to 5 Million	5,000.00
More than 5 Million up to 10 Million	10,000.00
More than 10 Million up to 50 Million	25,000.00
More than 50 Million up to 100 Million	40,000.00
More than 100 Million	50,000.00
Package	50,000.00

The **PPPI for the account of the AFPHSC** reserves the right to waive any formality in the responses to the eligibility requirements and to this invitation. Further, PPPI reserves the right to accept or reject any Bid, to annul the bidding process, and to reject all Bids at any time prior to contract award, and makes no assurance that contract shall be entered into a result of this invitation, without thereby incurring any liability to the affected Bidder/s.



JOSE A. CORTEZ

Chairperson, Bids and Awards Committee

Posting on P-GEPS, PPPI Website and Conspicuous places at NDC Building and AFPHSC on 09 August 2018
 Philippine Star issue of 09 August 2018

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Section II.
Instructions to Bidders

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General

1. Scope of Bid

- 1.1. The Procuring Entity named in the BDS invites bids for the supply and delivery of the Goods described in Section VII. Ordering Agreement List.
- 1.2. The name, identification, and number of lots specific to this bidding are provided in the BDS. The contracting strategy and basis of evaluation of lots is described in ITB Clause 28.

2. Source of Funds

The Procuring Entity has a budget or has received funds from the Funding Source named in the BDS, and in the amount indicated in the BDS. It intends to apply part of the funds received for the Project, as defined in the BDS, to cover eligible payments under the contract.

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 3.1. Unless otherwise specified in the BDS, the Procuring Entity as well as the bidders and suppliers shall observe the highest standards of ethics during the procurement and execution of the contract. In pursuance of this policy, the Procuring Entity:
 - (a) defines, for purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA 3019.
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive

the Procuring Entity of the benefits of free and open competition.

(iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

(iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.

(v) “obstructive practice” is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegation of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentions in this Clause for purposes of competing for the contract.

3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 3.1(a).

3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause 3.

4. Conflict of Interest

4.1. All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (g) below:

- (a) A Bidder has controlling shareholders in common with another Bidder;
- (b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
- (c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;
- (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process;
- (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;
- (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid; or
- (g) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

4.2. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity (HoPE), members of the Bids and Awards Committee (BAC), the Technical Working Group (TWG), and the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:

- (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;

- (b) If the Bidder is a partnership, to all its officers and members;
- (c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders;
- (d) If the Bidder is a cooperative, to all its officers, directors, and controlling shareholders or members; and
- (e) If the Bidder is a joint venture (JV), the provisions of items (a), (b), (c), or (d) of this Clause shall be correspondingly apply to each of the members of the said JV, as may be appropriate.

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.

5. Eligible Bidders

5.1. Unless otherwise provided in the **BDS**, the following persons shall be eligible to participate in this bidding:

- (a) Duly licensed Filipino citizens/sole proprietorships;
- (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
- (c) Corporation duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
- (d) Cooperatives duly organized under the laws of the Philippines; and
- (e) Persons/entities forming themselves into a Joint Venture (JV), *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the JV concerned shall be at least sixty percent (60%)

5.2. Foreign bidders may be eligible to participate when any of the following circumstances exist, as specified in the **BDS**:

- (a) When a Treaty or International or Executive Agreement as provided in Section 4 of RA 9184 and its IRR allow foreign bidders to participate;
- (b) Citizens, corporations, or associations of a country, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;

- (c) When the Goods sought to be procured are not available from local suppliers; or
 - (d) When there is a need to prevent situations that defeat competition or retrain trade.
- 5.3. Government owned or –controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.
- 5.4. Unless otherwise provided in the **BDS**, the Bidder must have completed a Single Largest Completed Contract (SLCC) similar to the Project and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least equivalent to a percentage of the ABC stated in the **BDS**.

For this purpose, contracts similar to the Project shall be those described in the **BDS**, and completed within the relevant period stated in the Invitation to Bid and **ITB** Clause 12.1(a)(ii).

- 5.5. The Bidder must submit a computation its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards.

If the prospective bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid. If issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.

6. Bidder's Responsibilities

- 6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VIII. Bidding Forms as required in **ITB** Clause 12.1(b)(iii).

6.2. The Bidder is responsible for the following:

- (a) Having taken steps to carefully examine all of the Bidding Documents;
- (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
- (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
- (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under ITB Clause 10.4;
- (e) Ensuring that it is not "blacklisted" or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
- (f) Ensuring that 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;
- (g) Authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture
- (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;
- (j) Complying with existing labor laws and standards, in the case of procurement of services; Moreover, bidder undertakes to:
 - (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable

In case there is a finding by the Procuring Entity or the DOLE of underpayment or non-payment of workers' wage and wage-related benefits, bidder agrees that the performance security or portion of the contract amount

shall be withheld in favor of the complaining workers pursuant to appropriate provisions of Republic Act No. 9184 without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislation.

- (ii) Comply with occupational safety and health standards and to correct deficiencies, if any.

In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and

- (iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and

- (k) Ensuring that it 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.

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

- 6.3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.
- 6.4. It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.
- 6.5. The Procuring Entity shall not assume any responsibility regarding erroneous interpretation or conclusions by the prospective or eligible bidders out of the date furnished by the procuring entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including bid/supplemental bid bulletin/s issued, are correct and consistent.

- 6.6. Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.
- 6.7. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 6.8. The Bidder should note that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

7. Origin of Goods

Unless otherwise indicated in the **BDS**, there is no restriction on the origin of goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, subject to **ITB** Clause 27.1

8. Subcontracts

- 8.1. Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Goods to an extent as may be approved by the Procuring Entity and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.
- 8.2. Subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.
- 8.3. The Bidder may identify the subcontractor to whom a portion of the Goods will be subcontracted at any stage of the bidding process or during the contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

Contents of Bidding Documents

9. Pre-Bid Conference

- 9.1. (a) If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.

(b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the posting of the invitation to bid/bidding documents in the PhilGEPS website. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the BDS.

- 9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.
- 9.3. Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

10. Clarification and Amendment of Bidding Documents

- 10.1. Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such request must be in writing and submitted to the Procuring Entity at the address indicated in the BDS at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.
- 10.2. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, to be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.
- 10.3. Supplemental/Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 10.4. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available, and at any conspicuous place in the premises of the

Procuring Entity concerned. It shall be the responsibility of all Bidders who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with ITB Clause 23.

Preparation of Bids

11. Language of Bids

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and 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. The English translation shall govern, for purposes of interpretation of the bid.

12. Documents Comprising the Bid: Eligibility and Technical Components

12.1. Unless otherwise indicated in the BDS, the first envelope shall contain the following eligibility and technical documents:

(a) Eligibility Documents –

Class "A" Documents:

- (i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with Section 37.1.4 of the IRR. Mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located.
- (ii) Statement of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and

Statement of the Bidder's SLCC similar to the contract to be bid, in accordance with **ITB** Clause 5.4, within the relevant period as provided in the **BDS**.

The two statements required shall indicate for each contract the following:

- (ii.1) name of contract;
 - (ii.2) date of contract;
 - (ii.3) contract duration;
 - (ii.4) owner's name and address;
 - (ii.5) kinds of goods;
 - (ii.6) For Statement of Ongoing Contracts – amount of contract and value of outstanding contracts;
 - (ii.7) For Statement of SLCC – amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the SLCC requirement;
 - (ii.8) date of delivery; and
 - (ii.9) end-user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements.
- (iii) NFCC computation in accordance with ITB Clause 5.5 or a committed Line of Credit from a universal or commercial bank.

Class "B" Document:

- (iv) If applicable, the Joint Venture Agreement (JVA) in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners in accordance with Section 23.1(b) of the IRR.

(b) Technical Documents –

- (i) Bid Security in accordance with ITB Clause 18. If the Bidder opts to submit the bid security in the form of:
 - (i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be

accompanied by a confirmation from a Universal or Commercial Bank; or

- (i.2) a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments;
- (ii) Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; and
- (iii) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms.
- (iv) For foreign bidders claiming eligibility by reason of their country's extension of reciprocal right to Filipinos, a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item or product.

13. Documents Comprising the Bid: Financial Component

13.1. Unless otherwise stated in the **BDS**, the financial components of the bid shall contain the following:

- (a) Financial Bid Form, which includes bid prices and the applicable Price Schedules, in accordance with **ITB** Clauses 15.1 and 15.4;
- (b) If the Bidder claims preference as a Domestic Bidder, a certification from the DTI issued in accordance with **ITB** Clause 27, unless otherwise provided in the **BDS**; and
- (c) Any other document related to the financial component of the bid as stated in the **BDS**.

13.2 (a) Unless otherwise stated in the **BDS**, all bids that exceed the **ABC** shall
not be accepted

- (b) Unless otherwise indicated in the **BDS**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:
 - (i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment for Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.

- (ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the procuring entity and that the estimates reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.
- (iii) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances.
- (iv) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
- (v) The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

14. Alternative Bids

- 14.1. Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.
- 14.2. Each Bidder shall submit only one Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil and administrative penalties that may be imposed upon the persons and entities concerned.

15. Bid Prices

- 15.1. The Bidder shall complete the appropriate Schedule of Prices included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project.
- 15.2. The Bidder shall fill in rates and prices for all items of the Goods described in the Schedule of Prices. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required

item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be accomplished.

15.3. The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.

15.4. Prices indicated on the Price Schedule shall be entered separately in the following manner:

- (a) For Goods offered from within the Procuring Entity's country:
 - (i) The price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable);
 - (ii) The cost of all customs duties and sales and other taxes already paid or payable;
 - (iii) The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - (iv) The price of other (incidental) services, if any, listed in the **BDS**.
- (b) For Goods offered from abroad:
 - (i) Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted 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, listed in the **BDS**.
- (c) For Services, based on the form which may be prescribed by the Procuring Entity, in accordance with existing laws, rules and regulations.

- 15.5. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to **ITB** Clause 24.

All bid prices for the given scope of work in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances. Upon the recommendation of the Procuring Entity, price escalation may be allowed in extraordinary circumstances as may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippine, and upon approval by the GPPB. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date of the bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no-loss-no-gain basis.

16. Bid Currencies

- 16.1. Prices shall be quoted in the following currencies:
- (a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.
 - (b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency(ies) stated in the **BDS**. 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 *Bangko Sentral ng Pilipinas* (BSP) reference rate bulletin on the day of the bid opening.
- 16.2. If so allowed in accordance with **ITB** Clause 16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the foregoing exchange rates.
- 16.3. Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

17. Bid Validity

- 17.1. Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.
- 17.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and responses shall be made in

writing. The bid security described in **ITB** Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse to the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

18. Bid Security

18.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount stated in the BDS, which shall not be less than the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Not Less than the Percentage of the ABC)
<p>(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</p> <p><i>For biddings conducted by LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(b) In Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p><i>For biddings conducted by LGUs, Bank Draft/Guarantee, or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	Two percent (2%)
<p>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	Five percent (5%)

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the Bidder shall enter into contract with the procuring entity and furnish the performance security required under **ITB** Clause 33.2, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

- 18.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive
- 18.3. No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or upon the lapse of the reglementary period to file a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB** Clause 18.2.
- 18.4. Upon signing and execution of the contract pursuant to **ITB** Clause 32, and the posting of the performance security pursuant to **ITB** Clause 33, the successful Bidder's bid security shall be discharged, but in no case later than the bid security validity period as indicated in the **ITB** Clause 18.2.
- 18.5. The bid security may be forfeited:
 - a. if a Bidder
 - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 17;
 - (ii) does not accept the correction of errors pursuant to **ITB** Clause 28.3(b)
 - (iii) has a finding against the veracity of any of the documents submitted as stated in **ITB** Clause 29.2;
 - (iv) submission of eligibility requirements that contain false information or falsified documents;
 - (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;

- (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
 - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
 - (viii) refusal or failure to post the required performance security within the prescribed time;
 - (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
 - (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
 - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
 - (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reason.
- b. if the successful Bidder:
- (i) fails to sign the contract in accordance with **ITB** Clause 32; or
 - (ii) fails to furnish performance security in accordance with **ITB** Clause 33.

19. Format and Signing of Bids

- 19.1. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. Bidding Forms on or before the deadline specified in the **ITB** Clause 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.
- 19.2. Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.3. The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the

event of any discrepancy between the original and the copies, the original shall prevail.

- 19.4. Each and every page of the Bid Form, including the Schedule of Prices, under Section VIII hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.
- 19.5. Any interlineations, erasure, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

20. Sealing and Marking of Bids

- 20.1. Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12 in one sealed envelope marked “ORIGINAL – TECHNICAL COMPONENT”, and the original of their financial component in another sealed envelope marked “ORIGINAL – FINANCIAL COMPONENT”, sealing them all in an outer envelope marked “ORIGINAL BID”.
- 20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. ____ - TECHNICAL COMPONENT” and COPY NO. ____ - FINANCIAL COMPONENT” and the outer envelope as “COPY NO. ____”, respectively. These envelopes containing the original and the copies shall be then enclosed in one single envelope.
- 20.3. The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s
- 20.4. All envelopes shall:
 - (a) contain the name of the contract to be bid in capital letters;
 - (b) bear the name and address of the Bidder in capital letters;
 - (c) be addressed to the Procuring Entity’s BAC in accordance with **ITB** Clause 1.1;
 - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2.; and
 - (e) bear a warning “DO NOT OPEN BEFORE....” the date and time for the opening of bids, in accordance with **ITB** Clause 21.
- 20.5. Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

Submission and Opening of Bids

21. Deadline for Submission of Bids

Bids must be received by the Procuring Entity's BAC at the address and on or before the date and time indicated in the **BDS**.

22. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause 21, shall be declared "Late" and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of bid submission and opening, the Bidder's name, its representative and the time the late bid was submitted.

23. Modification and Withdrawal of Bids

23.1. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed and properly identified in accordance with **ITB** Clause 20, linked to its original bid marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.

23.2. A Bidder may, through a Letter of Withdrawal, withdraw its bid it has been submitted, for a valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Letter of Withdrawal must be executed by the duly authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.

23.3. Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder, who has acquired the bidding documents, may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.

23.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's bid

security, pursuant to **ITB** Clause 18.5, and the imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR.

24. Opening and Preliminary Examination of Bids

- 24.1. The BAC shall open the bids in public, immediately after the deadline for the submission and receipt of bids, as specified in the **BDS**. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and reschedule the opening of Bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.
- 24.2. Unless otherwise specified in the **BDS**, the BAC shall open the first bid envelopes and determine each Bidder's compliance with the documents prescribed **ITB** Clause 12, using a non-discretionary "pass/fail" criterion. If a Bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first envelope as "passed".
- 24.3. Unless otherwise specified in the **BDS**, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated "passed". The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB** Clause 13.2, the BAC shall rate the bid concerned as "failed". Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.
- 24.4. Letters of Withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened.
- 24.5. All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.
- 24.6. In the case of an eligible foreign bidder as described in **ITB** Clause 5, the following Class "A" documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR:

- (a) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;
 - (b) Mayor's/Business permit issued by the local government where the principal place of business of the bidder is located; and
 - (c) Audited Financial Statements showing, among others, the prospective bidder's total and current assets and liabilities stamped "received" by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission.
- 24.7. Each partner of a joint venture agreement shall likewise submit the requirements in **ITB** Clause 12.1(a)(i). Submission of documents required under **ITB** Clauses 12.1(a)(ii) to 12.1(a)(iii) by any of the joint venture partners constitutes compliance.
- 24.8. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) name of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawn or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.
- 24.9. The bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the bid opening shall be made available to the public upon written request and payment of a specified fee to recover cost of materials.
- 24.10. To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The notice shall be issued within seven (7) calendar days from the date of the bid opening.

Evaluation and Comparison of Bids

25. Process to be Confidential

- 25.1. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of **ITB** Clause 26.

- 25.2. Any effort by a bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

26. Clarification of Bids

To assist in the evaluation, comparison, and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered.

27. Domestic Preference

- 27.1. Unless otherwise stated in the **BDS**, the Procuring Entity will grant a margin of preference for the purpose of comparison of bids in accordance with the following:

- (a) The preference shall be applied when the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder.
- (b) For evaluation purposes, the lowest Foreign Bid shall be increased by fifteen percent (15%)
- (c) In the event that the lowest bid offered by a Domestic Bidder does not exceed the lowest Foreign Bid as increased, then the Procuring Entity shall award the contract to the Domestic Bidder at the amount of the lowest Foreign Bid.
- (d) If the Domestic bidder refuses to accept the award of contract at the amount of the Foreign Bid within two (2) calendar days from receipt of written advice from the BAC, the Procuring Entity shall award to the bidder offering the Foreign Bid, subject to post-qualification and submission of all the documentary requirements under these Bidding Documents.

- 27.2. A Bidder may be granted preference as a Domestic Bidder subject to the certification from the DTI that the Bidder is offering unmanufactured articles, materials or supplies of the growth or production of the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials, or supplies of the growth, production, or manufacture, as the case may be, of the Philippines.

28. Detailed Evaluation and Comparison of Bids

- 28.1. The Procuring Entity will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary

examination of bids, pursuant to **ITB** Clause 24, in order to determine the Lowest Calculated Bid.

- 28.2. The Lowest Calculated Bid shall be determined in two steps:
- (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
 - (b) The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.
- 28.3. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed", using non-discretionary pass/fail criteria. The BAC shall consider the following in the evaluation of bids:
- (a) Completeness of the bid. Unless the **BDS** allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements, including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for; and
 - (b) Arithmetical corrections. Consider computational errors and omission to enable proper comparison of all eligible bids. It may also consider bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 28.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.
- 28.5. The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Schedule of Prices.
- 28.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates.

Such bids, including said taxes, shall be the basis for bid evaluation and comparison.

- 28.7. If so indicated pursuant to **ITB** Clause 1.2, Bids are being invited for individual lots or for any combination thereof, provided that all Bids and combinations of Bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid prices quoted shall correspond to all items specified for each lot and to all quantities specified for each item of a lot. Bid Security as required by ITB Clause 18 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in the **BDS** Clause 28.3

29. Post-qualification

- 29.1. The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12 and 13.
- 29.2. Within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the BDS.

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.

- 29.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.
- 29.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.
- 29.5. A negative determination shall result in rejection of the Bidder's Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid with a fresh period to make a similar determination of

the Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post-qualification, the procedure for post-qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation for contract award.

- 29.6. Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendations to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.
- 29.7. In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

30. Reservation Clause

- 30.1. Notwithstanding the eligibility or post-qualification of a Bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- 30.2. Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
 - (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition.

- (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
- (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
 - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;
 - (ii) If the project is no longer necessary as determined by the HoPE; and
 - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

30.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:

- (a) No bids are received;
- (b) All prospective Bidders are declared ineligible;
- (c) All bids fail to comply with all the bid requirements or fail post-qualification; or
- (d) The bidder with the LCRB refuses, without justifiable cause to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

Contract Award

31. Contract Award

31.1. Subject to **ITB** Clause 29, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB.

31.2. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.

- 31.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
- (a) Submission of the following documents within ten (10) calendar days from receipt of the Notice of Award:
 - (i) Valid JVA, if applicable; or
 - (ii) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign Bidder;
 - (b) Posting of the performance security in accordance with **ITB** Clause 33;
 - (c) Signing of the contract as provided in **ITB** Clause 32; and
 - (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.
- 31.4. At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in Section VI. Schedule of Requirements.

32. Signing of the Contract

- 32.1. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents incorporating therein all agreements between the parties.
- 32.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.
- 32.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 32.4. The following documents shall form part of the contract:
- (a) Contract Agreement;
 - (b) Bidding Documents;
 - (c) Winning Bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid),

including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- (d) Performance Security;
- (e) Notice of Award of Contract; and
- (f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

33. Performance Security

33.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.

33.2. The Performance Security shall be denominated in the Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
<p>(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</p> <p><i>For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	<p>Five percent (5%)</p>
<p>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p><i>For biddings conducted by the LGUs, the Bank Draft/Guarantee or Irrevocable</i></p>	

<p><i>Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	<p>Thirty percent (30%)</p>

33.3. Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the LCRB is identified and selected for recommendation of contract award. However, if no Bidder passed post qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

34. Notice to Proceed

Within seven (7) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue the Notice to Proceed (NTP) together with a copy or copies of the approved contract to the successful Bidder. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

35. Protest Mechanism

Decisions of the procuring entity at any stage of the procurement process may be questioned in accordance with Section 55 of the IRR of RA 9184.

Section III.
Bid Data Sheet

Bid Data Sheet

ITB Clause	
1.1	<p>The Procuring Entity is <i>Philippine Pharma Procurement, Inc. for the Account of the Armed Forces of the Philippines Health Service Command (AFPHSC)</i></p> <p>The name of the Contract is <i>Procurement of Various Medicine Requirements of the Armed Forces of the Philippines Health Service Command (AFPHSC) under Ordering Agreement</i></p> <p>The identification number of the Contract is <i>BAC-PO/GOODS 2018-08-01</i></p>
1.2	<p>The lot(s) and reference is/are:</p> <p><i>Procurement of Various Medicine Requirements of the Armed Forces of the Philippines Health Service Command (AFPHSC) under Ordering Agreement</i></p> <p>Prior the Tab A requirement, DTI/SEC/CDA, Prospective Bidder should attach a “List of the item/s to be Participated” to include the corresponding ABC of the items and should be duly signed by the Authorized Representative.</p>
2.	<p>The Funding Source is: <i>Armed Forces of the Philippines Health Service Command (AFPHSC) amounting to a total of One Hundred Sixty Million Seven Hundred Forty-seven Thousand Six Hundred One & 78/100 (Php160, 747,601.78) broken down as follows:</i></p> <p style="padding-left: 40px;">Php 10,283,892.00 with OBR No. 17-12-4071 Php 1,800,000.00 with OBR No. 17-12-4073 Php 80,071,417.52 with OBR No. 17-12-3562 Php 53,239,593.78 with OBR No. 17-12-4029 Php 15,352,698.48 with OBR No. 17-12-4031</p> <p>The name of the Project is:</p> <p><i>Procurement of Various Medicine Requirements of the Armed Forces of the Philippines Health Service Command (AFPHSC) under Ordering Agreement</i></p>
3.1	No further instructions.
5.1	No further instruction
5.2	<p>Foreign bidders may participate in this Project if the GOODS sought to be procured are not available from local suppliers.</p> <p>NOTE: The bidding is open to Local and Foreign bidders. However, Foreign bidders may be represented by a Philippine-based company with current and valid licenses.</p>

5.4	<p>The Bidder must have completed, within two (2) years prior the deadline for the submission and receipts of bids, a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC of the items to be bid <u>OR</u> at least two (2) similar completed contracts should be equivalent to at least 12.5% of the ABC of the item/s to be bid.</p> <p>Similar contract(s) must be supported by the following documents:</p> <p><u>For Government Contract:</u></p> <ol style="list-style-type: none"> 1. The Notices of Award or Notices to Proceed or Contract or Purchase order issued by the end-user; and 2. Certificates of Completion and/or Technical Inspection and Acceptance Committee (TIAC) report. <p><u>For Private Contract:</u></p> <ol style="list-style-type: none"> 1. Contract or Purchase Order issued by the end-user; and 2. Certificates of Completion and/or End-User's Acceptance or Sales Invoices/Official Receipts provided that same expressly state that the goods are received in good condition. <p><i>Note: For this project, Similar Contract/Project refers to "Supply and Delivery of Medicines". In case that the bidder has several invoices/receipts as supporting documents, the bidder shall submit a tabulated list or summary of sales invoices/receipts with corresponding amounts.</i></p>
7.	No further instructions.
8.1	Subcontracting is not allowed.
8.2	Not applicable.
9.1	<p>The Procuring Entity will hold a pre-bid conference for this Project on 17 August 2018, Friday, 09:30 am at Alberto B. Baretto Hall, Penthouse, NDC Bldg. 116 Tordesillas St. Salcedo Village, Makati City.</p>
10.1	<p>Philippine Pharma Procurement, Inc. 2/F NDC Building, 116 Tordesillas Street, Salcedo Village, Makati City</p> <p>Ma. Ursulita U. Cruz <i>BAC Secretariat Head</i> 2/F NDC Building, 116 Tordesillas Street Salcedo Village, 1227 Makati City Tel. No.: (02) 840-1123 loc. 149 or (02) 840-8304 Fax No.: (02) 840-3372 Email Address: lita.cruz@pitcpharma.com.ph</p>

12	Refer to Section X of this bidding documents for the Checklist of Requirements
12.1	<p>In the case of Foreign Bidder, the appropriate equivalent document issued by the country of foreign manufacturer concerned must be presented. If said document has no equivalent thereat, a duly notarized Certificate of Non-existence signed by the authorized representative of the bidder shall be submitted.</p> <p><i>Note: The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines".</i></p>
12.1(a)(i)	No other acceptable proof of registration is recognized.
12.1(a)(ii)	<p>Statement of all its ongoing government and private contracts, including contract awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; AND Statement of the Bidder's SLCC similar to the contract to be bid completed within two (2) years prior to the submission and receipt of bids.</p> <p>The two statements required shall indicate for each contract the following:</p> <ul style="list-style-type: none"> (i) name of contract; (ii) date of contract; (iii) contract duration; (iv) owner's name and address; (v) kinds of goods; (vi) For Statement of Ongoing Contracts – amount of contract and value of outstanding contracts; (vii) For Statement of SLCC – amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the SLCC requirement; (viii) date of delivery; and (ix) end-user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements.
12.1(a)(iii)	Conditional Tax Clearance Certificate is not acceptable. Likewise, in case of foreign bidder, neither equivalent document issued by the country of the foreign bidder nor a certificate of non-existence shall be accepted.

	NFCC computation shall be in accordance with ITB Clause 5.5 or a committed Line of Credit from a universal or commercial bank.
12.1(a)(iv)	<p>Joint venture agreement (JVA), in case the joint venture is already in existence. In the absence of JVA, duly notarized statements from all the potential joint venture partners should be included in the bid, stating that they will enter into and abide by the provisions of the JVA in the event that the bid is successful. Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security.</p> <p>Each partner of the joint venture shall submit their respective PhilGEPS Certificates of Registration in accordance with Section 8.5.2 of the IRR. The submissions of technical and financial eligibility documents by any of the joint venture partners constitute compliance: Provided, That the partner responsible to submit the NFCC shall likewise submit the Statement of all of its ongoing contracts and Audited Financial Statements.</p>
12.1(a)(vi)	The values of the bidder's current assets and current liabilities shall be based on the data submitted to the BIR, through its Electronic Filing and Payment System (EFPS).
12.1(b)(i)	<p>Bid Security in any of the following form:</p> <ul style="list-style-type: none"> • Cash or cashier's / manager's check issued by a Universal of Commerical Bank - (2% of ABC) • Bank draft / guarantee or irrevocable letter of credit issued by a Universal of Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank – (2% of ABC) • Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authrozied to issue such authority – (5% of ABC) • Bid Securing Declaration
12.1(b)(v)	Certification from the bidder stating that the item/s to be delivered/ supplied will not expire within one (1) year after the delivery & acceptance of the item/s to include statement that the item/s delivered/ supplied and accepted will be replaced in the event that AFPHSC has not used the item/s within three (3) months before expiration.
12.1(b)(vi)	<p>Bidder's FDA License to Operate, or in lieu of the current and valid FDA License during the date of the Submission and Opening of Bids, the BAC will allow the submission of the following documents:</p> <ol style="list-style-type: none"> a. Copy of the previously issued FDA License which was the basis for renewal; and b. Copy of the proof of payment of the required fees issued by the FDA and/or Tracking Number.

13.1	No additional requirements.
13.2	Each line item/lot shall have its own ABC stated in Ordering Agreement List. Any bid exceeding the amount per line item/lot shall not be accepted.
15.4(a)(iii)	Incidental services are required.
15.4(b)(i)	The price of the goods shall be quoted DDP to be delivered to the appropriate supply office or the applicable INCOTERMS for this project.
16.1(b)	The bid prices of goods supplied from outside of the Philippines shall be quoted in Philippine Pesos (PhP) .
16.3	Payment shall be made in Philippine Pesos.
17.1	Bids will be valid for one hundred twenty (120) calendar days from the date of the opening of bids.
18.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ol style="list-style-type: none"> 1. The amount of not less than <i>2% of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or 2. The amount of not less than <i>5% of ABC</i>, if bid security is in Surety Bond.
18.2	The bid security shall be valid until one hundred twenty (120) calendar days from the date of the bid opening.
20.3	Each Bidder shall submit One (1) original and Two (2) copies of the Technical and Financial and components of the bid. <i>Note: Failure to comply with this requirement will be ground for declaring the bidder as "Ineligible" to bid.</i>
21	The address for submission of bids is BAC Secretariat, 2/F NDC Bldg., 116 Tordesillas St., Salcedo Village Makati City The deadline for submission of bids is on 30 August 2018, Thursday, 08:30 a.m.
24.1	The place of bid opening is at Alberto B. Barretto Hall, Penthouse, NDC Bldg., 116 Tordesillas St., Salcedo Village, Makati City The date and time of bid opening is on 30 August 2018, Thursday, 9:00 a.m.
24.2	No further instructions.
24.3	No further instructions.
27.1	No further instructions.
28.3	Each line item will be evaluated and compared with other Bids separately and recommended for contract award separately.

28.4	No further instructions.
29.2	<p>Within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that it submitted the Lowest/Single Calculated B, the Bidder shall:</p> <ol style="list-style-type: none"> 1. Submit two (2) folders consisting of the following documentary requirements to the BAC Secretariat through the Post Qualification Inspection Team on the scheduled day of PQ Inspection: <ol style="list-style-type: none"> a. Latest Income Tax Returns (immediately preceding calendar year); b. Certified True Copies of the following valid documents: <ol style="list-style-type: none"> 1. SEC Certificate/DTI Registration or its equivalent; 2. Mayor's / Business Permit; 3. Tax Clearance 4. Audited Financial Statements CY 2016 (2017, if there is any, will also be accepted) c. Valid and Current Certificate of Product Registration (CPR) for all medicines, in lieu of expired CPR, the receipt as proof of renewal; d. Valid and current License to Operate (LTO) as wholesaler, manufacturer or distributor issued by the Philippine Food and Drugs Administration (FDA) at the time of bidding and awarding and must be Certified True Copy by the Company Pharmacist. e. Valid and current Certificate of Good Manufacturing Practice (cGMP) or in the case if foreign supplier / manufacturer, an equivalent document which must be authenticated by the Philippine Consulate and must be Certified True Copy by the Company Pharmacist. f. Certificate of Analysis with at least 90% result, issued by UST-Center of Excellence in Drug Research Evaluation and Studies, Inc. (CEDRES) or UP-PGH for the following parenteral medicines: <ol style="list-style-type: none"> 1. Cephalosporin First-Fourth Generation 2. Sulbactam + Ampicillin Na 3. Piperacillin +Tazobactam <p>(Note: Only the above mentioned medicines are required to submit Certificate of Analysis)</p> 2. Prepare for Inspection the following supporting documents: <ol style="list-style-type: none"> a. LIST of ALL on-going private and government contracts awarded (started or not yet started) with CORRESPONDING copy of either a Purchase Order or Notice of Award or Contract or Notice to Proceed. b. Original or authenticated copy of the submitted attachments during the opening of bids: <ul style="list-style-type: none"> ▪ Government Contract- PO/NOA/NTP/ Contract and IAR/Certificate of Acceptance ▪ Private Contract- PO/Contract and Sales Invoice with Collection Receipt

	<p>c. Certificate of Notarial Register/ Commission (from the lawyer who notarized the documents submitted during the bidding).</p> <p><i>Note: Failure to submit any of the post-qualification requirements on time or a finding against the veracity thereof shall disqualify the bidder for award. Provided, that in the event that a finding in the veracity in any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the revised IRR of RA 9184. 29.2.</i></p>
32.1	<p>Within ten (10) calendar days from receipt by the winning bidder of the Notice of Award (NOA), the winning bidder or its duly authorized representative shall formally enter into an "Ordering Agreement" with the procuring entity for an amount of One Peso to be paid by the procuring entity as a consideration for the option granted to the procuring entity to buy the items in the Order Agreement List when the need arises.</p> <p>Ordering Agreement, including the Ordering Agreement List, shall be valid for a period of One (1) year, reckoned from the approval by the HOPE or its duly authorized representative of the Agreement.</p> <p>Ordering Agreements shall include the following (i) Order Agreement List; (ii) a fixed contract price per item/service specified in the Order Agreement list; (iii) delivery/service terms and conditions; (iv) terms of payment; (v) specify that the perfection of the actual procurement contract shall be reckoned from the execution and issuance of the Delivery Order Contract, all rules and guidelines governing implementation of procurement contracts under the Revised IRR of RA 9184.</p> <p><i>Note: The Ordering Agreements shall not state or imply any agreement by the procuring entity to place future contracts or make orders with the winning proponent/s. Furthermore, the validity of the Ordering Agreement shall in no case exceed one (1) year from the time the Agreement was entered in to and executed by the parties, and shall not be extended beyond its lifetime.</i></p>
33.1	<p>To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of seven (7) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.</p> <p>The Performance Security must have a validity of one (1) year.</p>
34	<p>The contract effectivity date shall be provided in the Notice to Proceed by the Procuring Entity, which date shall not be later than seven (7) calendar days from the issuance of the Notice to Proceed. Additionally, the winning proponent must receive/conform the duly approved Notice to Proceed within seven (7) calendar days upon verbal and/or written notification from the concerned Procurement Centers/Contracting offices. Failure to comply will be a ground for forfeiture of its Performance Bond.</p>

Section IV.
General Conditions of Contract

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1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this Section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Entity" means the organization purchasing the Goods, as named in the SCC.
- (h) "The Procuring Entity's country" is the Philippines.
- (i) "The Supplier" means the individual contractor, manufacturer, distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the SCC.
- (j) "The Funding Source" means the organization named in the SCC.
- (k) "The Project Site" where applicable, means the place or place named in the SCC.
- (l) "Day" means calendar day.
- (m) The "Effective Date" of the contract will be the date of signing the contract, however, the Supplier shall commence

performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved contract.

- (n) "Verified Report" refers to the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

2.1. Unless otherwise provided in the **SCC**, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
 - ii. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
 - iii. "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
 - iv. "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - v. "obstructive practice" is

- (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
- (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

- b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2. Further the Funding Source, the Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in **GCC** Clause 2.1(a).

3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

4. Governing Law and Language

- 4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.
- 4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

5. Notices

- 5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.
- 5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the **SCC** for **GCC** Clause 5.1.

6. Scope of Contract

- 6.1. The Goods and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.
- 6.2. 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. Any additional requirements for the completion of this Contract shall be provided in the SCC.

7. Subcontracting

- 7.1. Subcontracting of any portion of the Goods, if allowed in the **BDS**, does not relieve the Supplier of any liability or obligation under this 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.
- 7.2. If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

8. Procuring Entity's Responsibilities

- 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by

the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.

- 8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 6.

9. Prices

- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.
- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with **GCC** Clause 29.

10. Payment

- 10.1. Payments shall be made only upon a certification by the HoPE to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in **GCC** Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the **SCC** provision for **GCC** Clause, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3. Pursuant to **GCC** Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the schedule stated in the **SCC**.
- 10.4. Unless otherwise provided in the **SCC**, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.
- 10.5. Unless otherwise provided in the **SCC**, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in

the **SCC**. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

11. **Advance Payment and Terms of Payment**

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.
- 11.3. For Goods supplied from abroad, unless otherwise indicated in the **SCC**, the terms of payment shall be as follows:
 - (a) On Contract Signature: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.
 - (b) On Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the **SCC** provision on Delivery and Documents.
 - (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the **SCC** provision on Delivery and Documents.

12. **Taxes and Duties**

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

13. **Performance Security**

- 13.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract

by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the **ITB** Clause 1.33.2.

- 13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
 - (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
 - (b) The Supplier has no pending claims for labor and materials filed against it; and
 - (c) Other terms specified in the **SCC**.
- 13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

- 14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 14.2. Any document, other than this Contract itself, enumerated in **GCC** Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

16. Inspection and Tests

- 16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The **SCC** and the Section VII. Technical Specifications shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.
- 16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may

develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period specified in the **SCC**; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4. 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, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. **Delays in the Supplier's Performance**

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in the Section VI. Schedule of Requirements.
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under **GCC** Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3. Except as provided under **GCC** Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to **GCC** Clause 19, unless an extension of time is agreed upon pursuant to **GCC** Clause 29 without the application of liquidated damages.

19. Liquidated Damages

Subject to **GCC** Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity may rescind or terminate the Contract pursuant to **GCC** Clause 23, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

- 21.1. The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the **SCC**.
- 21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate

liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. Force Majeure

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Supplier could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

23. Termination for Default

- 23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:
 - (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
 - (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or
 - (c) The Supplier fails to perform any other obligation under the Contract.

- 23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under **GCC** Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.
- 23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

25. Termination for Convenience

- 25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.
- 25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:
- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.
- 25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a

quantum meruit basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- (a) Corrupt, fraudulent, and coercive practices as defined in **ITB** Clause 1.3.1 (a);
- (b) Drawing up or using forged documents;
- (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- (d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

27.1. The following provisions shall govern the procedures for termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Implementing Unit, the HoPE shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
 - (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;

- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

29. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

Section V.
Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is <i>Philippine Pharma Procurement, Inc. for the Account of the Armed Forces of the Philippines Health Service Command (AFPHSC)</i>
1.1(i)	The Supplier is <i>[to be inserted at the time of contract award]</i> .
1.1(j)	<p>The Funding Source is <i>Armed Forces of the Philippines Health Service Command amounting to a total of One Hundred Sixty Million Seven Hundred Forty-seven Thousand Six Hundred One & 78/100 (Php160, 747,601.78) broken down as follows:</i></p> <p style="padding-left: 40px;"> Php 10,283,892.00 with OBR No. 17-12-4071 Php 1,800,000.00 with OBR No. 17-12-4073 Php 80,071,417.52 with OBR No. 17-12-3562 Php 53,239,593.78 with OBR No. 17-12-4029 Php 15,352,698.48 with OBR No. 17-12-4031 </p>
1.1(k)	<p>The Project site is</p> <p style="text-align: center;">Supply Accountable Office, Supply Support Unit, AFP Health Service Command, V. Luna Ave. Quezon City</p>
5.1	<p>The Procuring Entity's address for Notices is: <i>2/F NDC Bldg. 116 Tordesillas St. Salcedo Village, Makati City</i></p> <p style="text-align: center;">MA. URSULITA U. CRUZ <i>BAC Secretariat Head</i> 2/F NDC Building, 116 Tordesillas Street Salcedo Village, 1227 Makati City Tel. No.: (02) 840-1123 local 149 or 840-8304 Fax No.: (02) 840-3372</p> <p>Email Address: lita.cruz@pitcpharma.com.ph The Supplier's address for Notices is: <i>[Insert address including, name of contact, fax and telephone number]</i></p>
6.2	<p><u>Scope of Contract-</u></p> <p>The brand of medicine indicated on the CPR submitted during Post Qualification Inspection shall be the same brand of medicines to be delivered. Different brands of medicine during delivery may be accepted provided there is prior approval and the same shall be subjected to the same Post Qualification Inspection.</p> <p>Delivery and Documents –</p> <p>The goods are delivered and will be inspected at the following offices:</p> <p>Supply Accountable Office, Supply Support Unit, AFP Health Service Command, and V. Luna Avenue, Quezon City.</p>

	<p>Risk and title will be transferred 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><i>For Goods Supplied from Within the Philippines or by domestic Suppliers:</i></p> <p>Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii) Original and four copies delivery receipt/note, railway receipt, or truck receipt; (iii) Original Supplier's factory inspection report; (iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate; (v) Original and four copies of the certificate of origin (for imported Goods); (vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel; (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site. <p><i>For Goods supplied from abroad (if applicable):</i></p> <p>Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company by cable the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents as applicable with the documentary requirements of any letter of credit issued taking precedence:</p> <ul style="list-style-type: none"> (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii) Original and four copies of the negotiable, clean shipped on board bill of lading marked "freight pre-paid" and five copies of the non-negotiable bill of lading ;
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- (iii) Original Supplier's factory inspection report;
- (iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;
- (v) Original and four copies of the certificate of origin (for imported Goods);
- (vi) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site;
- (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and
- (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.

For purposes of this Clause the Procuring Entity's Representative at the Project Site is *[insert name(s)]*.

Incidental Services –

The Supplier is required to provide all of the following services, including additional services, if any, specified in the Section VI. Schedule of Requirements:

Select appropriate requirements and delete the rest.

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (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
- (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.

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.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

Select appropriate requirements and delete the rest.

- (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
- (b) in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts required are listed in Section VI. Schedule of Requirements and the cost thereof are included in the Contract Price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods for a period of *[insert here the time period specified. If not used insert time period of three times the warranty period]*.

Other spare parts and components shall be supplied as promptly as possible, but in any case within *[insert appropriate time period]* months of placing the order.

Packaging –

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the GOODS' final destination and the absence of heavy handling facilities at all points in transit.

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

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

Name of the Procuring Entity
Name of the Supplier

Contract Description
Final Destination
Gross weight
Any special lifting instructions
Any special handling instructions
Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Insurance –

The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.

Transportation –

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

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

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered *force majeure* in accordance with **GCC** Clause 22.

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

	<p>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>Patent Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
10.3	<p>Pursuant to GCC Clause 10.2., payments shall be made within three (3) calendar days by the Procuring Entity after submission of all the required documents by the Supplier and receipt by PPPI of the following reports from the AFPHSC:</p> <ol style="list-style-type: none"> 1. TIAC Certification that the goods delivered is in accordance with the technical specifications stated in the Contract and passed the Acceptance 2. AFP MFO or AFPHSC MFO Inspection Report. 3. SAO Acceptance Report
10.4	Payment shall be made in Philippine Peso.
10.5	Payment using LC is not allowed.
11.2(b)	<p>Payment is through Commercial check for local bidder and shall be made only upon submission of the required Auditorial documents.</p> <p>In case of foreign bidder, the payment is through LC. The Procuring Entity shall open the irrevocable L/C in favor of the Supplier in accordance with the terms provided below in an Authorized Government Depository Bank after the approval of the Contract by the Advice of Payment from the CSAFP or his duly authorized representative and the issuance of the Notice of Cash Allocation by the Secretary of Budget and Management to wit:</p> <ol style="list-style-type: none"> a) <u>Mode of Transmission:</u> Full cable telex/S.W.I.F.T; b) <u>Advising and/or Confirmation:</u> L/C may be advised and/or confirmed by any bank to be identified by the Supplier, at the latter's sole expense; c) <u>Payee Bank:</u> The L/C draft (if any) shall be drawn on the confirming bank; d) <u>Beneficiary:</u> [Insert name and address of Supplier with Point of Contract; e) <u>Currency and Amount of L/C:</u> L/C shall be in Philippine Peso or United States Dollars, in an amount equivalent to the Total Contract Price; f) <u>Expiration Date:</u> as indicated in the Notice to Proceed. g) <u>Payment Scheme/Drawdown Documentary Requirements:</u> Payment shall be made to the Supplier at the time of the final acceptance with Section VIII. Schedule of Requirements, and the submission or presentation of the following documents:

	<ul style="list-style-type: none"> i. Supplier's invoice showing GOODS' description , quantity, unit price, and total amount; ii. Negotiable, clean shipped on board Bill of Lading marked "Freight Pre-Paid" and/or "Non-Negotiable Bill of Lading" or "Airway Bill"; iii. Manufacturer's and/or Supplier's Warranty Certificate; iv. Manufacturer's and/or Supplier's Warranty Certificate; v. Delivery Receipt detailing number and description of items received signed by the Procuring Entity's representative at the Delivery Site; vi. Certificate of Final Acceptance by the Inspection and Acceptance Committee ; vii. Inspection Report viii. SAO acceptance report; ix. Copy of Insurance Policy/ paid Premiums; x. Training Certificates; xi. Copy of Warranty Security as per SCC clause 17; and xii. Advice of Payment by the _____ or his duly authorized representative. xiii. Provide Cost-Breakdown Summary for each item to be delivered. <p>h) <u>Description of Goods:</u> Procurement of Various Medicine Requirements of VLMC, AFPHSC for CY</p> <p>i) <u>Delivery Terms:</u> DDP, office of the (choose applicable delivery site)</p> <p>Supply Accountable Officer, Supply Support unit, AFP Health Service Command, V. Luna Avenue, Quezon City;</p> <p>j) <u>Latest Date of Delivery:</u> as indicated in the Notice to Proceed.</p> <p>k) <u>Shipment:</u> One-time shipment, transshipment is acceptable.</p> <p>l) <u>Negotiability:</u> the L/C shall be irrevocable.</p> <p>m) <u>Liquidated Damages:</u> Liquidated damages shall be imposed in accordance with Clause 17 of the Contract.</p>
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	<p>n) <u>Other instructions:</u></p> <ul style="list-style-type: none"> i. The cost of the opening, as well as advising, confirmation, extension, and/or amendment, if any. Of the L/C, and other Bank Charges shall be for the account of the Supplier; ii. the L/C must be in English; and iii. No boycott or restrictive language;
13.4(c)	No further instructions.
16.1	<ul style="list-style-type: none"> (a) Final inspections, test and acceptance at the office of the Supply Accountable Officer, Supply Support unit, AFP Health Service Command, V. Luna Avenue, Quezon City; after the Goods' arrival shall be conducted by the TIAC in accordance with the specifications stated in Section VI. Order Agreement List. (b) the AFPHSC shall issue the following documents after the successful completion of the inspection and Acceptance Test: <ul style="list-style-type: none"> b.1. TIAC Certification that the goods delivered is in accordance with the technical specifications stated in the Contract and passed the Acceptance b.2. AFP MFO or AFPHSC MFO Inspection Report. b.3. SAO Acceptance Report (c) All cost relative to the inspection and testing as discussed above shall be borne by the Supplier, but shall not include the costs and expenses incurred by the PROCURING Entity's representative in attending said testing such as travel, and board and lodging expenses. (d) The supplier shall furnish to the inspectors all reasonable facilities and assistance, including access to drawing and production date at no charge to the PROCURING ENTITY. (e) The PROCURING ENTITY may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the PROCURING ENTITY, and shall repeat the test and/or inspection, at no cost to the PROCURING ENTITY, and shall repeat the test and/or inspection, at no cost to the PROCURING ENTITY, within necessary corrections after the designated delivery period only. If the Supplier is unable to make the necessary corrections after the designated delivery period, then the Supplier will be charged of liquidating damages on the first day of the expiration of the designated delivery period.

	(f) The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the PROCURING ENTITY or its representative, shall release the Supplier from any warranties or other obligations under this Contract.
17.1	Expiry dates of all medicines must be properly indicated. Expiry dates should not be less than (1) year from the date of inspection and acceptance of the item/s. The item/s delivered/supplied and accepted will be replaced in the event that AFPHSC has not used the item/s within three (3) months before its expiration.
17.3	In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for three (3) months after acceptance by the AFPHSC of the delivered Goods. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) for every progressive billing, or a special bank guarantee equivalent to at least one percent (1%) of the Contract Price. The said amounts shall only be released after the lapse of three (3) months; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
17.4	The period for correction of defects in the warranty clause is fifteen (15) calendar days from written notification.
19	No further instructions.
20.4	In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with the Republic Act 9285 ("R.A 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004".
21.1	No additional provision.

Section VI.
Schedule of Requirements

Schedule of Requirements

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

Item No.	Item Description	Schedule of Delivery
		Ten (10) calendar days upon the receipt of the Delivery Order

A. SCOPE OF PROJECT

Procurement of Various Medicine Requirements of the Armed Forces of the Philippines Health Service Command (AFPHSC) under Ordering Agreement

B. LIST OF ITEMS

Please refer to Section VII. Order Agreement List, for the list of items being bid out.

C. SHELF LIFE:

1. Expiry dates of all medicines must be properly indicated.
2. Expiry dates should not be less than (1) year from the date of inspection and acceptance of the item/s. The item/s delivered/supplied and accepted will be replaced in the event that AFPHSC have not used the item/s within three (3) months before its expiration.
3. To complete the ordering agreement quantity before the lapse of one (1) year, the shelf-life of the medicines delivered should be as follows:

CLAIMED SHELF-LIFE	ACCEPTABLE SHELF-LIFE
36 months	30 months
24 months	18 months

D. INSPECTION

1. Final inspections, test and acceptance at the office of the Supply Accountable Officer, Supply Support unit, AFP Health Service Command, V. Luna Avenue, Quezon City; after the Goods arrival shall be conducted by the TIAC in accordance with the specifications stated in Section VII. Order Agreement List.
2. AFPHSC shall issue the following documents after the successful completion of the Inspection and Acceptance Test:
 - 2.1 TIAC Certification that the goods delivered is in accordance with the technical specifications stated in the Contract and passed the Acceptance

2.2 AFP MFO or AFPHSC MFO Inspection Report.

2.3 SAO Acceptance Report

3. All costs relative to the inspection and testing as discussed above shall be borne by the Supplier, but shall not include the costs and expenses incurred by the PROCURING Entity's representative in attending said testing such as travel, and board and lodging expenses.
4. The supplier shall furnish to the inspectors all reasonable facilities and assistance, including access to drawing and production date at no charge to the PROCURING ENTITY.
5. The AFPHSC may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the AFPHSC, and shall repeat the test and/or inspection, at no cost to the AFPHSC, and shall repeat the test and/or inspection, at no cost to the AFPHSC, within necessary corrections after the designated delivery period only. If the Supplier is unable to make the necessary corrections after the designated delivery period, then the Supplier will be charged of liquidating damages on the first day of the expiration of the designated delivery period.
6. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the PROCURING ENTITY or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

E. DELIVERY INSTRUCTIONS

1. Delivery to the AFPHSC SAO shall be within ten (10) calendar days from receipt of the Delivery Order (DO).
2. For cold chain medicines, thermometer or data logger must accompany shipments in transport boxes/ice chest to ensure that the temperature is within 2-8° C. Recording of actual temperature from origin to destination must be indicated in the Delivery Receipt (DR) of the supplier.

F. MINIMUM REQUIREMENTS:

1. Certificate of Product Registration (CPR)
 - Valid and current Certificate of Product Registration (CPR) issued by the Philippine Food and Drugs Administration (FDA) at the time of bidding and awarding and must be Certified True Copy by the Company Pharmacist.
 - CPR must be valid for the entire period of the award and a proof of renewal including the copy of updated FDA Document Tracking Log and Official Receipt must be submitted no later than 2 months before the expiry date, otherwise payment would be withheld and/or delivery will not be allowed.

2. License to Operate (LTO)
 - Valid and current License to Operate (LTO) as wholesaler, manufacturer or distributor with List of Sources issued by the Philippine Food and Drugs Administration (FDA) at the time of bidding and awarding and must be Certified True Copy by the Company Pharmacist.
 - LTO must be valid for the entire period of the award and a proof of renewal including the copy of updated FDA Document Tracking Log and Official Receipt must be submitted no later than 2 months before the expiry date, otherwise payment would be withheld and/or delivery will not be allowed.
 - In lieu of the current and valid FDA LTO during the date of the Submission and Opening of Bids, the BAC will allow the submission of the following documents:
 - Copy of the previously issued FDA LTO which was the basis for renewal; and
 - Copy of the proof of payment of the required fees issued by the FDA and/or Tracking Number.

3. Certificate of Current Good Manufacturing Practice (cGMP)
 - Valid and current Certificate of Good Manufacturing Practice (cGMP) or in the case if foreign supplier / manufacturer, an equivalent document which must be authenticated by the Philippine Consulate and must be Certified True Copy by the Company Pharmacist.
 - Certificate of cGMP must be valid for the entire period of the award; if expiring during the duration of the contract, the new cGMP or proof of application for its renewal must be submitted two months prior to expiry
 - It must be in English or should have English translation
 - It must state both the same authorized manufacturer cited in the CPR and same products to be bid
 - It must clearly state the validity date or duration of validity.

4. Certificate of Analysis with at least 90% result, issued by UST-Center of Excellence in Drug Research Evaluation and Studies, Inc. (CEDRES) or UP-PGH for the following parenteral medicines:
 - Cephalosporin First-Fourth Generation
 - Sulbactam + Ampicillin Na
 - Piperacillin +Tazobactam

(Note: Only the above mentioned medicines are required to submit Certificate of Analysis)

5. Certification from the manufacturer that the bidder is an Authorized Distributor or Dealer of the products, or a Distributorship / Dealership Agreement from the manufacturer or manufacturer's Agent or Main Distributor or Dealer in the Philippines and must be Certified True Copy by the Company Pharmacist.

G. OTHER TERMS AND CONDITIONS:

1. The following documents shall be made integral parts of the Delivery Order(s) issued to the supplier.
 - 1.1. Notice of Award duly signed and accepted by the Supplier
 - 1.2. Notice to Proceed
2. Terms and conditions of payment
 - 2.1. Payment shall be made within three (3) calendar days from receipt of the following reports from the AFPHSC:
 - 2.1.1. TIAC Certification that the goods delivered is in accordance with the technical specifications stated in the Contract and passed the Acceptance
 - 2.1.2. AFP MFO or AFPHSC MFO Inspection Report.
 - 2.1.3. SAO Acceptance Report
 - 2.2. Required documents for payment are as follows:
 - 2.2.1. BIR VAT registered Supplier's Invoice issued to PPPI
 - 2.2.2. Supplier's Delivery Receipt duly received /signed by PPPI's authorized representative.
3. The bid prices are valid until the end of the Ordering Agreement or final issuance of the Delivery Order (DO) or until the full quantity is exhausted, whichever comes first. Bid prices are inclusive of VAT and cost of delivery to any designated delivery place of the Procuring Entity. The PPPI for the account of the AFPHSC reserves the option to effect additional purchase/s at price/s not exceeding the winning bid. Warranty price clause further provides that PPPI for the account of the AFPHSC shall require the bidders to refrain from offering to other government institutions a lower bid price compared to the bid price submitted in this bidding of and its IRR of RA 9184.
4. **Repeat Order.** PPPI for the AFPHSC has the right to avail of twenty five percent (25%) Repeat Order in case the estimated quantity for the times specified in the Order Agreement List has been exhausted or after the Ordering Agreement has expired, whichever comes first; and subject to the conditions provided in Section 51 of RA 9184 and its IRR.

For this purpose, the Repeat Order shall be availed of only within six (6) months from the date of the last or final Delivery Order Contract/PO for a specific item where the estimated quantity has been exhausted or, the expiration of the Ordering Agreement.
5. When delivery of the items cannot be effected within the stipulated extension of delivery period may be granted subject to the conditions set forth under sub-paragraph hereof.

Delivery period of all the items shall be extended only if applications thereof shall have been filed before default has been incurred, and only when delay has been caused by an act of the government, force majeure or to conditions clearly beyond seller's/contractor's control. Deliveries made within extended time shall be exempt from the penalties herein below provided.

6. PPPI for the account of the AFPHSC reserves the right to suspend/cancel delivery/shipment of the items covered by herein order in the event of strikes, accident or other contingencies beyond control.
7. Seller's/contractor's failure to deliver specified goods when due will authorize PPPI to impose a penalty of a deduction from the invoice value, as liquidated damages, 1/10 of 1% of the total value of the undelivered portion of the order for each day of delay in delivery including Saturdays, Sundays and Holidays, or make an open market purchase of the items undelivered and charge to defaulting seller/contractor the excess in price, if any. In either case, PPPI reserves the right to rescind or cancel this order. PPPI may, in its discretion, deduct the value of the penalty imposed from any money which may become due the seller/contractor, or to recover from the seller's contractor's bond filed under this contract, if there is any.
8. PPPI reserves the right to inspect or test the goods and accept or reject any or all items delivered not in accordance with specifications.
9. Seller hereby warrants that the goods subject of the DO are free from latent defects which are not apparent during inspection and testing period and seller hereby further warrants that the use or sale by PPPI of the goods will not subject PPPI to charges of patent infringement and further agrees to hold PPPI harmless against any and all results of such charges.
10. This order was made in accordance with the seller's/contractor's bid and the quantity mentioned herein shall be filled at the price stated and delivery period stipulated.
11. It is understood that the failure of PPPI to demand strict compliance with any or all of the terms and conditions of the Delivery Order (DO) shall not be considered as a waiver and/or estoppel on the part of PPPI for the enforcement of its rights in connection hereof shall be deemed as waiver of any subsequent breach of the same or any other term and condition contained hereunder.
12. The SUPPLIER agrees and obligates to finally and unconditionally abide by the decisions of the PPPI for the account of the AFPHSC on the interpretation or construction of any term, condition or stipulation contained in the DO.
13. The SUPPLIER agrees to hold the PPPI free and harmless from any and all liabilities, or damages of whatever nature either connected with or occasioned by, or arising from the DO or implementation of the same.
14. Should PPPI for the account of the AFPHSC be constrained to file a case to obtain court relief against the SUPPLIER, the latter will hold itself liable to pay an amount equivalent to twenty percent (20%) of the amount claimed in the

complaint as attorney's fees, aside from the costs of the litigation and other expenses which may entitle the PPPI to recover from the SUPPLIER any and all actions arising from this Agreement which any party may decide to institute shall be filed with proper court in the City of Makati.

15. In case of breach or violation by the SUPPLIER of any provision of this Agreement, the SUPPLIER shall pay PPPI for the account of AFPHSC, by way of liquidated damages the sum equivalent to fifteen percent (15%) of the total contract price. It is understood that the damages herein provided are fixed, agreed and liquidated damages, and that to be entitled to such damages, the PPPI shall not be required to prove that it has incurred actual damages.

H. OTHER REQUIREMENTS:

1. **PNF Requirement:** All products must fall under the specifications of the current edition of the Philippine National Formulary. Exemptions to this list may be permitted by the DOH on a case to case basis.
2. Bidder must provide packing materials and product inserts
3. **Product Recall:** In cases wherein there are product recalls, the cost associated with the proper disposal/destruction, associated handling or pull out from health facilities where these products have already been distributed shall be borne by the supplier.
4. **Expired Oncology Medicines/Vaccines:** In cases of expired medicines, these medicines/vaccines shall be pulled-out by the supplier from the Procuring Entity's warehouse for proper disposal.
5. The bidder must not be blacklisted by any other government agency

I hereby certify and deliver all the above requirements and the goods as stated in the delivery schedule.

NAME OF COMPANY/BIDDER

Signature over printed name of authorized representative

Date

Tel. No. /Fax No.

Email Address

Section VII.
Order Agreement List

Item No.	ITEM & DESCRIPTION/SPECIFICATIONS	QTY	UNIT	ABC	
				UNIT PRICE	TOTAL PRICE
	MEDICINES ACTING ON THE NERVOUS SYSTEM				
1	Aripiprazole 10mg	260	tablet	350.00	91,000.00
2	Aripiprazole 10mg ODT	100	tablet	273.75	27,375.00
3	Aripiprazole 15mg	350	tablet	273.75	95,812.50
4	Aripiprazole 15mg ODT	100	tablet	273.75	27,375.00
5	Atropine sulfate 1 mg/ml 1 ml	2,000	ampule	37.12	74,240.00
6	Betahistine hydrochloride/dihydrochloride 24mg	6000	tablet	54.12	324,720.00
7	Betahistine hydrochloride/dihydrochloride 8mg	100	tablet	15.77	1,577.00
8	Bromocriptine mesilate 2.5mg	4,780	tablet	160.00	764,800.00
9	Bupivacaine (Heavy) 0.5% 4ml (spinal) with 8% dextrose	1,420	ampule	457.69	649,919.80
10	Bupivacaine hydrochloride 0.5% (isobaric), 5 mL (spinal)	1,280	ampule	615.38	787,686.40
11	Bupivacaine hydrochloride 0.5% (isobaric), 10 ml	500	ampule	406.71	203,355.00
12	Butorphanol tartrate 2mg/ml 1ml	600	ampule	436.22	261,732.00
13	Carbamazepine 200mg	140	tablet	5.00	700.00
14	Chlorpromazine hydrochloride 100 mg	140	tablet	6.54	915.60
15	Cinnarizine 25 mg	2500	tablet	2.31	5,775.00
16	Clonazepam 2 mg	190	tablet	12.69	2,411.10
17	Clozapine 100 mg	100	tablet	44.62	4,462.00
18	Clozapine 25 mg	320	tablet	25.56	8,179.20
19	Diazepam 5mg/ml 2ml	500	ampule	138.46	69,230.00
20	Divalproex sodium 250mg	22000	tablet	27.77	610,940.00
21	Divalproex sodium 500mg ER	1,000	tablet	66.04	66,040.00
22	Ephedrine sulfate 50 mg/ml 1 ml	365	ampule	91.54	33,412.10
23	Fentanyl citrate 50 mcg/ml 2 ml	1500	ampule	188.49	282,735.00
24	Flunarizine hydrochloride 5mg	1,900	capsule	71.00	134,900.00
25	Haloperidol decanoate 50 mg/ml, 1ml	450	ampule	1,129.23	508,153.50
26	Ibuprofen 200mg	4,500	tablet	6.15	27,675.00
27	Levodopa + Carbidopa 100 mg + 25 mg	600	tablet	46.75	28,050.00
28	Levodopa + Carbidopa 250 mg + 25 mg	300	tablet	70.70	21,210.00
29	Lidocaine hydrochloride 10% 50ml spray	350	bottle	2,651.00	927,850.00
30	Magnesium sulfate (as heptahydrate) 250 mg/ml 10 ml	3,570	ampule	63.65	227,230.50
31	Magnesium sulfate (as heptahydrate) 250 mg/ml 20 ml	2600	vial	57.20	148,720.00
32	Metoclopramide hydrochloride 10mg	1,700	tablet	6.92	11,764.00
33	Midazolam 15 mg	300	tablet	29.33	8,799.00
34	Midazolam 5mg/ml 3 ml	1680	ampule	220.38	370,238.40
35	Morphine sulfate 10 mg/ 1 ml	600	ampule	90.72	54,432.00

Item No.	ITEM & DESCRIPTION/SPECIFICATIONS	QTY	UNIT	ABC	
				UNIT PRICE	TOTAL PRICE
36	Paracetamol 125 mg	700	rectal supp	25.02	17,514.00
37	Paracetamol 250 mg	350	rectal supp	26.44	9,254.00
38	Paracetamol 500 mg	35000	tablet	2.69	94,150.00
39	Pethidine Hydrochloride (Meperidine) 50 mg/2ml	115	ampule	253.85	29,192.75
40	Phenobarbital 120 mg/mL (130 mg/mL), 1 mL ampul (IM, IV) (as sodium salt)	80	ampule	649.23	51,938.40
41	Phenobarbital 60 mg	100	tablet	2.50	250.00
42	Phenobarbital 90 mg	100	tablet	4.75	475.00
43	Phenytoin sodium 100 mg	300	capsule	31.46	9,438.00
44	Phenytoin sodium 50mg/ml 2ml	720	ampule	831.54	598,708.80
45	Propofol 10mg/ml 20 ml	180	ampule	516.92	93,045.60
46	Risperidone 2 mg	1000	tablet	44.62	44,620.00
47	Sertraline hydrochloride 50mg	1,800	tablet	38.42	69,156.00
48	Tramadol hydrochloride 50mg/ml 2ml	3,400	ampule	84.62	287,708.00
49	Tramadol hydrochloride 50 mg	7500	capsule	7.69	57,675.00
50	Valproic acid 250mg/ 5 ml 120 ml syrup	730	bottle	473.27	345,487.10
51	Valproic acid 500 mg/ml 5 ml	3,500	vial	2,896.48	10,137,680.00
52	Zolpidem 10 mg	560	tablet	70.00	39,200.00
	MEDICINES ACTING ON THE MUSCULO-SKELETAL SYSTEM AND JOINTS				-
53	Alendronate sodium 70mg	570	tablet	265.71	151,454.70
54	Allopurinol 100 mg	2,000	tablet	6.92	13,840.00
55	Atracurium besilate 10 mg/ml 2.5 ml	120	ampule	273.28	32,793.60
56	Baclofen 10 mg	3,000	tablet	20.06	60,180.00
57	Biperiden hydrochloride 2mg	1,000	tablet	12.92	12,920.00
58	Calcium 600mg + cholecalciferol 400 IU	33000	tablet	6.33	208,890.00
59	Celecoxib 200 mg	15000	capsule	19.23	288,450.00
60	Celecoxib 400 mg	5000	capsule	34.26	171,300.00
61	Diclofenac potassium 25 mg	2900	tablet	15.28	44,312.00
62	Diclofenac potassium 50 mg	3,510	tablet/capsule	3.17	11,126.70
63	Diclofenac potassium 50 mg	2555	tablet	3.17	8,099.35
64	Diclofenac sodium 50 mg	2,000	tablet	3.17	6,340.00
65	Eperisone hydrochloride 50 mg	26,500	tablet	27.75	735,375.00
66	Naproxen 500mg	5,410	tablet	9.50	51,395.00
67	Naproxen sodium 550mg	15,720	tablet	16.73	262,995.60
68	Rocuronium 10mg/ ml 5ml	30	vial	574.62	17,238.60
	ANTI-INFECTIVES				-
69	Aciclovir 200 mg	550	tablet	9.23	5,076.50

Item No.	ITEM & DESCRIPTION/SPECIFICATIONS	QTY	UNIT	ABC	
				UNIT PRICE	TOTAL PRICE
70	Aciclovir 200 mg/ 5 ml 60 ml suspension	10	bottle	576.98	5,769.80
71	Aciclovir 25 mg/ml 10ml	280	vial	1,184.97	331,791.60
72	Aciclovir 400 mg	3,920	tablet	30.77	120,618.40
73	Aciclovir 800 mg	1,600	tablet	74.22	118,752.00
74	Amoxicillin trihydrate 500 mg	14,200	capsule	5.77	81,934.00
75	Amoxicillin trihydrate 100mg/ml, 15ml drops	1,500	bottle	42.15	63,225.00
76	Amoxicillin trihydrate 250mg/5ml, 60ml suspension	1,000	bottle	94.62	94,620.00
77	Amphotericin (Non-Lipid Complex) 50 mg lyophilized powder	30	vial	3,328.25	99,847.50
78	Ampicillin + Sulbactam 1000mg + 500mg (as sodium salt)	1,900	vial	688.89	1,308,891.00
79	Ampicillin sodium 500 mg	1,000	vial	8.95	8,950.00
80	Azithromycin (as base/as dihydrate/as monohydrate) 200mg/5 ml 15ml powder for suspension	500	bottle	328.46	164,230.00
81	Azithromycin (as base/as dihydrate) 500 mg	50	vial	763.46	38,173.00
82	Benzathine Benzylpenicillin 1.2 MU	150	vial	123.46	18,519.00
83	Benzylpenicillin sodium 5 MU (Penicillin G Crystalline)	205	vial	38.46	7,884.30
84	Benzylpenicillin sodium 1 MU (Penicillin G Crystalline)	150	vial	16.92	2,538.00
85	Cefalexin monohydrate 250 mg/ 5 ml 60ml Suspension	50	bottle	61.54	3,077.00
86	Cefazolin sodium 1 g	13,300	vial	125.50	1,669,150.00
87	Cefepime hydrochloride 1g	1,000	vial	1,486.92	1,486,920.00
88	Cefixime 200mg	1,000	capsule	31.23	31,230.00
89	Cefotaxime sodium 500 mg	270	vial	740.77	200,007.90
90	Cefoxitin sodium 1 g	1,000	vial	814.87	814,870.00
91	Ceftriaxone sodium 1 g + 10ml Diluent (IV)	4,500	vial	576.92	2,596,140.00
92	Chloramphenicol (as sodium succinate) 1 g	100	vial	50.00	5,000.00
93	Ciprofloxacin hydrochloride 500 mg	25,350	tablet	12.31	312,058.50
94	Clarithromycin (as base) 500 mg	1,000	tablet	43.08	43,078.00
95	Clindamycin hydrochloride 300 mg	5,000	capsule	11.54	57,700.00
96	Clindamycin phosphate 150mg/ ml 2 ml	950	ampule	361.77	343,681.50
97	Clindamycin phosphate 150mg/ ml 4 ml	4,600	ampule	710.93	3,270,278.00
98	Cloxacillin sodium 500 mg	14,460	capsule	6.15	88,929.00
99	Co-Amoxiclav 457 mg/5 ml 70 ml Susp	20	bottle	321.92	6,438.40
100	Co-Amoxiclav 500 mg + 125 mg	50,000	tablet	32.62	1,631,000.00
101	Cotrimoxazole 400mg/80mg	550	tablet	1.92	1,056.00
102	Cotrimoxazole 800mg/160mg	1,800	tablet	3.56	6,408.00
103	Danazol 200mg	850	capsule	196.00	166,600.00
104	Doxycycline hyclate 100mg	1,000	capsule	17.88	17,880.00
105	Entecavir 500 mcg	620	tablet	249.15	154,473.00

Item No.	ITEM & DESCRIPTION/SPECIFICATIONS	QTY	UNIT	ABC	
				UNIT PRICE	TOTAL PRICE
106	Ertapenem sodium 1g	560	vial	3,088.56	1,729,593.60
107	Etham+Rif+Iso+Pyra 275/150/75/400	4,680	tablet	10.58	49,514.40
108	Ethambutol hydrochloride 400 mg	680	tablet	3.85	2,618.00
109	Ethambutol+Rifampicin+Isoniazid 275/75/150mg	500	tablet	8.36	4,180.00
110	Fluconazole 150 mg	100	capsule	230.77	23,077.00
111	Fluconazole 50 mg	1,120	capsule	149.36	167,283.20
112	Gentamicin sulfate 40mg/ml 2ml	5,640	ampule	38.27	215,842.80
113	Isoniazid + Rifampicin 75 mg/ 150 mg	1,600	tablet	16.00	25,600.00
114	Levofloxacin 5 mg/mL solution for IV infusion, 100 mL	400	vial	1,184.62	473,848.00
115	Levofloxacin 500 mg	8,800	tablet	52.31	460,328.00
116	Linezolid 600mg/300ml	560	vial	4,244.07	2,376,679.20
117	Mebendazole 500 mg	220	tablet	3.85	847.00
118	Meropenem trihydrate 500 mg	1,500	vial	1,168.86	1,753,290.00
119	Metronidazole 125mg/5ml 60ml suspension	160	bottle	34.62	5,539.20
120	Metronidazole 500 mg	3,820	tablet	3.85	14,707.00
121	Metronidazole 5mg/ml 100 ml	1,000	vial	92.31	92,310.00
122	Nitrofurantoin 100 mg	250	capsule	2.54	635.00
123	Ofloxacin 200 mg	2,650	tablet	42.38	112,307.00
124	Oxacillin sodium 500 mg	1,600	vial	146.15	233,840.00
125	Phenoxymethylpenicillin potassium 250mg	2,300	tablet/capsule	10.50	24,150.00
126	Phenoxymethylpenicillin potassium 250mg	464	capsule	10.50	4,872.00
127	Phenoxymethylpenicillin potassium 500mg	500	tablet/capsule	15.75	7,875.00
128	Phenoxymethylpenicillin potassium 500mg	880	capsule	15.75	13,860.00
129	Piperacillin 2 g + Tazobactam 250 mg	3,500	vial	593.20	2,076,200.00
130	Piperacillin 4 g + Tazobactam 500 mg	7,500	vial	976.97	7,327,275.00
131	Pyrazinamide 500 mg	100	tablet	10.00	1,000.00
132	Rifaximin 200 mg	1,000	tablet	63.20	63,200.00
133	Streptomycin sulfate 1 g	160	vial	26.92	4,307.20
134	Valaciclovir hydrochloride 500 mg	2,000	tablet	149.02	298,040.00
135	Vancomycin hydrochloride 500 mg	12,610	vial	1,259.81	15,886,204.10
136	Vancomycin hydrochloride 1 g	1,500	vial	743.08	1,114,620.00
137	Voriconazole 200 mg	100	FC tablet	1,541.50	154,150.00
	IMMUNOLOGICALS				-
138	Anti-tetanus Serum 1,500 IU/ml 1ml (equine)	1,200	ampule	84.62	101,544.00
139	Bacille Calmette Guerin Vaccine 500mcg/ml	700	vial	1,277.50	894,250.00
140	Hepatitis B Vaccine 10 mcg /0.5 ml monodose	600	vial	346.15	207,690.00
141	Hepatitis B Vaccine 20 mcg/ml monodose	1,200	vial	609.62	731,544.00

Item No.	ITEM & DESCRIPTION/SPECIFICATIONS	QTY	UNIT	ABC	
				UNIT PRICE	TOTAL PRICE
142	Human Normal Immunoglobulin (IGIV) 50mg/ml 50ml	657	vial	6,988.34	4,591,339.38
143	Influenza polyvalent vaccine 0.5ml	1,700	pre-filled syringe	259.00	440,300.00
144	Live attenuated varicella vaccine freeze dried powder not less than 2000 PFU monodose vial + diluent (0.5ml water for injection)	600	vial	1,350.00	810,000.00
145	Pneumococcal polyvalent 25mcg/0.5ml	700	pre-filled syringe	923.08	646,156.00
146	Quadrivalent Human Papilloma Virus Recombinant Vaccines 0.5ml suspension,	1,000	glass pre-filled syringe	1,895.00	1,895,000.00
147	Tetanus Toxoid 0.5ml	1,200	ampule	90.88	109,056.00
148	Typhoid Vaccine 25mcg 0.5 ml	500	pre-filled syringe	780.00	390,000.00
	CARDIOVASCULAR MEDICINES				-
149	Adenosine 3 mg/ml 2 ml	1,650	vial	1,069.76	1,765,104.00
150	Amiodarone hydrochloride 50 mg/ml 3ml	820	ampule	279.23	228,968.60
151	Amiodarone hydrochloride 200 mg	100	tablet	30.00	3,000.00
152	Aspirin (Acetylsalicylic acid) 300 mg	1,940	tablet	2.41	4,675.40
153	Atenolol 100 mg	1,000	tablet	2.65	2,650.00
154	Atenolol 50 mg	8,450	tablet	8.08	68,276.00
155	Atorvastatin sodium 20mg	1,000	tablet	21.24	21,240.00
156	Bisoprolol fumarate 5mg	505	tablet	29.99	15,144.95
157	Captopril 25 mg	5,200	tablet	3.85	20,020.00
158	Captopril 50 mg	1,200	tablet	25.00	30,000.00
159	Carvedilol 25 mg	5,000	tablet	14.19	70,950.00
160	Cilostazol 50 mg	1,850	tablet	13.85	25,622.50
161	Clonidine hydrochloride 150 mcg	6,300	tablet	23.08	145,404.00
162	Clonidine hydrochloride 75 mcg	7,000	tablet	17.69	123,830.00
163	Digoxin 250 mcg/ml 2ml	160	ampule	194.59	31,134.40
164	Dopamine 40 mg/ ml 5 ml	1,500	ampule	115.38	173,070.00
165	Fenofibrate 200 mg	1,220	capsule	15.38	18,763.60
166	Heparin sodium 1,000 IU/ml 5ml (unfractionated)	560	vial	138.35	77,476.00
167	Irbesartan 150mg	3,000	tablet	16.33	48,990.00
168	Isosorbide dinitrate 1mg/ml, 10ml	3,910	ampule	651.24	2,546,348.40
169	Isosorbide dinitrate 5mg SL	6,100	tablet	8.85	53,985.00
170	Losartan potassium 100mg	22,500	tablet	13.85	311,625.00
171	Metoprolol tartrate 50 mg	500	tablet	3.08	1,540.00
172	Nifedipine 30 mg MR/GITTS	65,000	tablet	36.92	2,399,800.00
173	Nimodipine 30 mg	1,600	tablet	42.69	68,304.00
174	Nitroglycerin 1mg/ml 10ml	350	ampule	390.00	136,500.00
175	Noradrenaline/ Norepinephrine 1 mg/ ml 4 ml	1,000	ampule	986.47	986,470.00

Item No.	ITEM & DESCRIPTION/SPECIFICATIONS	QTY	UNIT	ABC	
				UNIT PRICE	TOTAL PRICE
176	Rosuvastatin (as calcium salt) 20mg	63,045	tablet	29.23	1,842,805.35
177	Simvastatin 40 mg	8,700	tablet	12.18	105,966.00
178	Spirolactone 50 mg	1,300	tablet	26.00	33,800.00
179	Streptokinase 1,500,000 IU	67	vial	7,516.92	503,633.64
180	Telmisartan 40 mg + Hydrochlorothiazide 12.5mg	1,000	tablet	19.23	19,230.00
181	Valsartan 80 mg + Hydrochlorothiazide 12.5mg	1,000	tablet	54.95	54,950.00
182	Valsartan 80 mg	1,300	tablet	21.54	28,002.00
183	Verapamil 2.5mg/ml, 2ml	1,000	ampule	207.69	207,690.00
184	Warfarin sodium 1mg	7,500	tablet	21.07	158,025.00
	MEDICINES AFFECTING THE BLOOD				-
185	Epoetin alfa (recombinant human erythropoietin) 4,000 IU/0.4ml	500	pre-filled syringe	784.62	392,310.00
186	Epoetin alfa (recombinant human erythropoietin)10,000 IU/ml	300	pre-filled syringe	1,959.00	587,700.00
187	Epoetin beta 10,000 IU/0.6ml	120	pre-filled syringe	3,660.00	439,200.00
188	Filgrastim 300 mcg/ ml	300	vial	3,587.69	1,076,307.00
189	Fondaparinux sodium 2.5mg/0.5ml	472	pre-filled syringe	1,604.22	757,191.84
190	Somatostatin 3mg	81	vial	5,638.69	456,733.89
191	Tinzaparin 10,000 anti-Xa IU/ml 0.35 ml	100	pre-filled syringe	1,461.30	146,130.00
	BLOOD PRODUCTS AND BLOOD SUBSTITUTES				-
192	Albumin, Human 20%, 50 MI	4,445	bottle	3,250.00	14,446,250.00
193	Albumin, Human 25%, 50 MI	1345	vial	3,984.62	5,359,313.90
194	Hydroxyethyl starch 6% solution 500 ml	400	bottle	784.62	313,848.00
	ANTIDOTES				-
195	Acetylcysteine 200 mg	5000	sachet	14.62	73,100.00
	DIURETICS				-
196	Furosemide 40 mg	1,500	tablet	2.31	3,465.00
197	Mannitol 20% 500 ml	1,200	bottle	192.31	230,772.00
	ANTI-ALLERGIES				-
198	Cetirizine dihydrochloride 10mg	13,000	tablet	16.71	217,230.00
199	Chlorphenamine maleate 4 mg	1,100	tablet	1.00	1,100.00
200	Diphenhydramine hydrochloride 50 mg	5,005	capsule	2.35	11,761.75
201	Hydroxyzine dihydrochloride 25 mg	7,500	tablet	19.62	147,150.00
	RESPIRATORY MEDICINES				-
202	Beractant 25mg/ml, 4ml	20	vial	10,325.78	206,515.60
203	Budesonide 250mcg/ml 2ml respiratory solution	2,000	nebule	69.23	138,460.00
204	Budesonide + Formeterol Fumarate 80/4.5mcg	10	turbuhaler	361.77	3,617.70
205	Budesonide + Formeterol Fumarate 160 mcg/4.5mcg Dry Powder Inhaler x 60 doses	20	DPI	838.46	16,769.20

Item No.	ITEM & DESCRIPTION/SPECIFICATIONS	QTY	UNIT	ABC	
				UNIT PRICE	TOTAL PRICE
206	Fluticasone propionate + Salmeterol xinafoate 250mcg/25mcg	200	diskus	549.23	109,846.00
207	Fluticasone propionate + Salmeterol xinafoate 500mcg/50mcg	100	diskus	1,695.68	169,568.00
208	Montelukast sodium 5 mg Chewable	250	tablet	17.69	4,422.50
209	Montelukast sodium 10 mg	7,200	tablet	26.15	188,280.00
210	Tiotropium bromide 18mcg/dose dry powder inhaler 5's	285	capsule	87.62	24,971.70
	ANTINEOPLASTICS AND IMMUNOSUPPRESIVES				-
211	Asparaginase 10,000 IU lyophilized powder	60	vial	2,180.77	130,846.20
212	Bleomycin sulfate 15 mg	60	ampule/vial	2,353.85	141,231.00
213	Ciclosporin 25 mg	1,900	capsule	75.00	142,499.30
214	Ciclosporin 50 mg	200	capsule	292.55	58,510.00
215	Cisplatin 1mg/ml, 50ml	55	vial	731.54	40,234.70
216	Cyclophosphamide 500mg	50	vial	235.88	11,794.00
217	Cytarabine 100 mg/ml 5 ml	215	vial	390.38	83,931.70
218	Dacarbazine 200 mg	15	vial	776.34	11,645.10
219	Docetaxel 20mg/0.5ml 0.5ml (anhydrous)	45	vial	2,263.73	101,867.85
	Docetaxel 40mg/ml, 2ml (anhydrous)	40	vial	8,400.00	336,000.00
220	Doxorubicin hydrochloride 2 mg/ ml 25 ml	60	vial	1,689.23	101,353.80
221	Fluorouracil 50mg/ml 10ml	1,100	vial	113.36	124,696.00
222	Hydroxyurea 500mg	1,500	capsule	27.50	41,250.00
223	Idarubicin hydrochloride 5mg	40	vial	6,645.31	265,812.40
224	Ifosfamide 2g	75	vial	2,692.31	201,923.25
225	Imatinib 100mg	2,200	tablet	793.95	1,746,690.00
226	Irinotecan hydrochloride 100 mg/5ml	67	vial	13,000.00	871,000.00
227	Leucovorin calcium 10mg/ml, 5ml	700	ampule	280.19	196,133.00
228	Mesna 100mg/ml, 4ml	275	ampule	167.46	46,051.50
229	Methotrexate (as base/sodium salt) 2.5mg	993	tablet	9.46	9,393.78
230	Mycophenolate mofetil 500 mg	2100	tablet	102.30	214,830.00
231	Rituximab 10mg/ ml, 10ml	5	vial	36,422.00	182,110.00
232	Rituximab 10mg/ ml, 50ml	3	vial	89,250.00	267,750.00
233	Tamoxifen citrate 20mg	1,000	tablet	16.31	16,310.00
234	Vincristine 1mg/ml 2ml	75	vial	555.96	41,697.00
	HORMONE AND HORMONE ANTAGONISTS				-
235	Dexamethasone sodium phosphate 4 mg/ ml 2 ml	1,500	ampule	70.58	105,870.00
236	Dexamethasone sodium phosphate 4 mg/ ml 1 ml	1,900	ampule	88.00	167,200.00
237	Dexamethasone 4 mg	7,500	tablet	26.67	200,025.00
238	Gliclazide 80 mg	1,000	tablet	6.92	6,920.00
239	Hydrocortisone sodium 100 mg powder	520	vial	92.31	48,001.20

Item No.	ITEM & DESCRIPTION/SPECIFICATIONS	QTY	UNIT	ABC	
				UNIT PRICE	TOTAL PRICE
240	Hydrocortisone sodium 250 mg powder	500	vial	130.77	65,385.00
241	Insuline glargine rDNA 3.64mg/ml (100u/ml), 3ml	200	vial	2,373.00	474,600.00
242	Isophane Insulin Human 100 IU/ ml (recombinant DNA) 10 ml	740	vial	600.00	444,000.00
243	Levothyroxine (as anhydrous sodium) 50 mcg	2,000	tablet	4.62	9,240.00
244	Levothyroxine (as anhydrous sodium) 100 mcg	2,400	tablet	8.46	20,304.00
245	Methimazole 10 mg (Thiamazole)	4,200	tablet	16.80	70,560.00
246	Methimazole 5 mg (Thiamazole)	15,600	tablet	5.42	84,552.00
247	Methylprednisolone 1 g/ 16 ml + diluent vial	120	vial	5,146.59	617,590.80
248	Methylprednisolone 125 mg/ml 2 ml + diluent vial	85	vial	1,333.52	113,349.20
249	Methylprednisolone 16 mg	500	tablet	42.31	21,155.00
250	Methylprednisolone 4 mg	360	tablet	12.77	4,597.20
251	Methylprednisolone sodium succinate 40 mg single dose	10	vial	716.89	7,168.90
252	Methylprednisolone sodium succinate 500mg/8.0ml + diluent vial	130	vial	3,796.51	493,546.30
253	Methylprednisolone sodium succinate 125mg/ml, 2ml + diluent vial	135	vial	1,333.52	180,025.20
254	Prednisone 10 mg/ 5 ml suspension 60 ml	40	bottle	130.77	5,230.80
255	Prednisone 10 mg	1,000	tablet	4.23	4,230.00
256	Prednisone 20 mg	1,200	tablet	6.46	7,752.00
257	Prednisone 5 mg	10,000	tablet	2.12	21,200.00
258	Propylthiouracil 50mg	1,000	tablet	8.75	8,750.00
259	Tamsulosin hydrochloride 200 mcg	10,000	capsule	49.23	492,300.00
260	Tamsulosin hydrochloride 400 mcg	1,000	FC tablet	31.82	31,820.00
	MEDICINES ACTING ON THE UTERUS				-
261	Carboprost 250mcg/ml, 1ml	300	ampule	579.00	173,700.00
262	Desmopressin acetate 100 mcg	100	tablet	95.00	9,500.00
263	Isoxsuprine hydrochloride 5mg/ml, 2ml	300	ampule	290.56	87,168.00
264	Methylergometrine (methylergonovine) as hydrogen maleate or maleate 200 mcg/ml, 1ml	300	ampule	65.00	19,500.00
	OPHTHALMOLOGICAL PREPARATIONS				-
265	Atropine sulfate 1% 5 ml eye drops solution	290	bottle	283.00	82,070.00
266	Brimonidine tartrate 0.15% ophthalmic 5 ml solution	675	bottle	1,250.01	843,756.75
267	Brinzolamide 1% ophthalmic 5 ml suspension	90	bottle	942.10	84,789.00
268	Carboxymethylcellulose sodium 0.5% 15ml eye drops solution	1,000	bottle	480.00	480,000.00
269	Dorzolamide 2% 5ml eye drops	230	bottle	876.00	201,480.00
270	Fusidic acid/ Fusidate sodium 1% 5g eye drops suspension	50	tube	460.00	23,000.00
271	Hypromellose 5mg/ml 10ml eye solution	165	bottle	400.00	66,000.00
272	Nepafenac 1mg/ml 5ml eye drops solution	650	bottle	670.00	435,500.00
273	Ofloxacin 0.3% 5ml eye drops solution	520	bottle	288.46	149,999.20

Item No.	ITEM & DESCRIPTION/SPECIFICATIONS	QTY	UNIT	ABC	
				UNIT PRICE	TOTAL PRICE
274	Prednisolone acetate 1% 5ml eye drops suspension	1,100	bottle	243.62	267,982.00
275	Proparacaine hydrochloride 0.5%, 5ml	250	bottle	741.00	185,250.00
276	Sodium hyaluronate 0.1% 5 ml	10	bottle	338.75	3,387.50
277	Timolol maleate 0.5% 5ml eye drops solution	590	bottle	370.00	218,300.00
278	Tobramycin + Dexamethasone 0.3% / 0.1% 5ml Eye Drops	450	bottle	201.15	90,517.50
279	Tobramycin + Dexamethasone 0.3%/0.1% 3.5 g Eye Ointment	800	tube	609.78	487,824.00
280	Tobramycin 0.3% 5ml eye drops solution	310	bottle	223.08	69,154.80
281	Travoprost .004% 2.5ml`	10	bottle	1,244.00	12,440.00
282	Tropicamide 0.5% 5ml	20	bottle	382.00	7,640.00
	EAR NOSE AND THROAT PREPARATIONS				-
283	Ofloxacin 0.3% 5ml ear drops solution	150	bottle	285.50	42,825.00
284	Chlorhexidine 0.12% 120ml Oral Solution	5,000	bottle	170.00	850,000.00
285	Fluticasone propionate 0.05%/dose 120 doses nasal aqueous solution	1,955	bottle	593.61	1,160,507.55
286	Miconazole Oral Gel 20mg, 3.5g	50	tube	220.00	11,000.00
287	Neomycin sulfate 3.5mg + Fluocinolone acetonide 0.025% + Polymyxin B sulfate 10,000 units, 5ml	100	bottle	301.28	30,128.00
288	Ofloxacin 0.3% 5 ml otic drops	200	bottle	285.50	57,100.00
289	Oxymetazoline hydrochloride 0.05% 15ml nasal spray	690	bottle	212.50	146,625.50
290	Povidone Iodine 1% gargle 60 ml	500	bottle	100.00	50,000.00
	GASTROINTESTINAL MEDICINES				-
291	Aluminum hydroxide + Magnesium hydroxide 225mg/200mg/5ml 120ml Suspension	5000	bottle	40.77	203,850.00
292	Bisacodyl 10 mg Adult	1120	suppository	37.69	42,212.80
293	Bisacodyl 5 mg	3000	tablet	15.38	46,140.00
294	Domperidone 10 mg	13,500	tablet	7.68	103,680.00
295	Lansoprazole 30mg MR/FDT	54000	tablet	98.00	5,292,000.00
296	Mesalazine 500mg	550	tablet	109.00	59,950.00
297	Metoclopramide 10mg	500	tablet	6.92	3,460.00
298	Octreotide acetate 100 mcg/ml, 1ml	66	ampule	803.40	53,024.40
299	Omeprazole 20 mg	10000	capsule	19.23	192,300.00
300	Omeprazole 40 mg	10000	capsule	34.58	345,800.00
301	Omeprazole powder 40 mg vial + 10ml solvent ampule	11,500	vial	480.62	5,527,130.00
302	Rabeprazole sodium 20 mg	1740	tablet	107.10	186,354.00
303	Ranitidine hydrochloride 150mg	5,200	tablet	5.08	26,416.00
304	Sucralfate 1 g	9,500	tablet	45.15	428,925.00
	MEDICINES CORRECTING WATER ELECTROLYTE ACID-BASE AND CALORIC DISTURBANCES-				
305	0.9% Sodium chloride 50 ml	6,060	bottle	53.85	326,331.00
306	0.9% Sodium chloride 500 ml	12,000	bottle	83.84	1,006,080.00

Item No.	ITEM & DESCRIPTION/SPECIFICATIONS	QTY	UNIT	ABC	
				UNIT PRICE	TOTAL PRICE
307	5% Dextrose in 0.9% sodium chloride 1 L	7,500	bottle	84.62	634,650.00
308	5% Dextrose in Water 1 L	2,500	bottle	84.62	211,550.00
309	5% Dextrose in Water 250 ml	9,000	bottle	111.74	1,005,660.00
310	5% Dextrose in Water 500 ml	2,000	bottle	76.92	153,840.00
311	Amino acid 7% for Renal Condition 500ml	200	bottle	604.00	120,800.00
312	Amino acid solutions for Infants 6% 100ml	290	bottle	521.32	151,182.80
313	Amino acid, crystalline standard, as branched chain 8% 500 ml	620	bottle	991.71	614,860.20
314	Amino acid, crystalline standard 8.5% 500 ml	400	bottle	1,190.00	476,000.00
315	Calcium gluconate 10% 10 ml	500	ampule	76.96	38,480.00
316	D5 Water 250 ml	10,000	bottle	111.74	1,117,400.00
317	D5 Water 500 ml	1,500	bottle	76.92	115,380.00
318	Dextrose 50% 50 ml	3500	bottle	61.27	214,445.00
319	Lactated Ringers 1000 ml	8000	bottle	84.62	676,960.00
320	Oral rehydration salts (ORS 75-replacement) 4.1g	2,000	sachet	11.73	23,460.00
321	Potassium chloride 2 meq/ ml 20 ml	1,400	bottle	59.14	82,796.00
322	Potassium chloride 600 mg	5000	tablet	27.90	139,500.00
323	Potassium citrate 10 mEq	50000	tablet	11.92	596,000.00
324	Sodium bicarbonate 1 mEq/ ml 50 ml	1,000	ampule	129.31	129,310.00
325	Sodium bicarbonate 325mg	6,150	tablet	2.00	12,300.00
326	Sodium bicarbonate 650mg	13,200	tablet	4.00	52,800.00
327	Sodium chloride 2.5 mEq/ml 20ml	500	vial	60.08	30,040.00
328	Soya bean oil + Medium chain triglycerides + Olive oil + Purified fish oil 20 mg/mL (20%) emulsion for IV infusion, 250 MI	70	bottle	2,190.00	153,300.00
329	Sterile Water for Injection 1L	2500	bottle	100.38	250,950.00
330	Sterile Water for Injection 50 ml	2500	vial	44.62	111,550.00
	DIAGNOSTIC AGENTS				-
331	Iohexol 300mg Iodine/ml, 50ml	1000	vial	1,275.00	1,275,000.00
	DERMATOLOGICAL AND MEMBRANE AGENTS (TOPICAL)				-
332	Betamethasone dipropionate 0.05% 5g Cream	350	tube	312.23	109,280.50
333	Betamethasone valerate 1mg/g 5g Cream	50	tube	221.66	11,083.00
334	Calcipotriol 50mcg/g 30g Ointment	640	tube	1,439.50	921,280.00
335	Chlorhexidine gluconate 0.12% 120ml Oral Solution	1,950	bottle	170.00	331,500.00
336	Clobetasol propionate 0.05% 5 g ointment	500	tube	230.00	115,000.00
337	Miconazole 2% 5g cream	115	tube	326.00	37,490.00
338	Mupirocin 2% 5 g ointment	1,300	tube	192.31	250,003.00
339	Silver sulfadiazine 1% 25g Cream	300	tube	142.31	42,693.00

Item No.	ITEM & DESCRIPTION/SPECIFICATIONS	QTY	UNIT	ABC	
				UNIT PRICE	TOTAL PRICE
340	Silver sulfadiazine 1% 500g cream	300	jar	2,314.82	694,446.00
	VITAMINS AND MINERALS				-
341	Ascorbic acid 100 mg/5ml 120ml Syrup	3000	bottle	93.85	281,550.00
342	Ascorbic acid 100 mg/ml 30ml Drops	1000	bottle	79.23	79,230.00
343	Calcitriol 0.25mcg	1,500	capsule	30.00	45,000.00
344	Multivitamins per 1ml, 15 ml Drops (pls. refer to PNF)	2070	bottle	52.40	108,468.00
345	Phytomenadione 10 mg/ml 1 ml	4600	ampule	50.00	230,000.00
346	Phytomenadione 2 mg/0.2ml	700	ampule	46.98	32,886.00
347	Zinc Sulfate 27.5mg/ml, 15ml Oral drops	320	bottle	65.87	21,078.40
348	Zinc Sulfate 55mg/5ml, 60ml Solution	2500	bottle	69.83	174,575.00
			GRAND TOTAL		160,747,601.78

Section VIII.

Technical Specifications

Technical Specifications

Note: Since the scheme to be used in this activity is Line Item Bidding, the participating bidder/s is/are not required to bid for all items indicated in Section VII (Order Agreement List); Thus, the item/s reflected in the table provided below is/are the only item/s that the bidder/s intend to supply and/or deliver. Likewise, for easy reference of the BAC and the TWG, the "Item No." to be used should be in accordance with the "Item No." given in Section VII. Only the items listed in the submitted Letter of Intent shall be accepted as valid participating items/bids.

Item No.	Item Description	QTY	U/M	Statement of Compliance (Comply or Not Comply)

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

Section IX.

Bidding Forms

(Supplier's Company Letterhead)

Project Name: _____
Bid Reference No./Public Bidding No.: _____
Approved Budget for the Contract: _____

List of items to be participated

Line Item No.	Description	ABC (PhP)
	Total - - -	

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

(Tab B)
(Supplier's Company Letterhead)

Project Name: _____
 Bid Reference No.: _____
 Approved Budget for the Contract: _____

Statement of All 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.

All Ongoing Government and Private Contracts

Name of Contract	Date of Contract	Kinds of Goods	Value of Contract	Status of Contract	Date of Delivery	Purchase Order, notice to Proceed or Contract
<u>GOVERNMENT CONTRACT</u>						
<u>PRIVATE CONTRACT</u>						
OUTSTANDING VALUE OF THE CONTRACT-						

CERTIFIED CORRECT:

 Name & Signature of Authorized Representative

 Position

 Date

(Tab C)
(Supplier's Company Letter Head)

Project Name: _____

Bid Reference No.: _____

Approved Budget for the Contract: _____

Statement of bidder's Single Largest Completed Contract (SLCC) similar to this Project, equivalent to at least twenty five percent (25%) of the ABC of the item/s to be bid OR at least two (2) similar contracts and the aggregate contract amounts should be equivalent to at least 25% of the ABC of the item/s to be bid and the largest of these similar contracts should be equivalent to at least 12.5% of the ABC of the items to be bid.

Name of Contract	Date of Contract	Kinds of Goods	Value of Contract	Status of Contract	Date of Delivery	End User's Acceptance or Official Receipts No.

The date of the contracts shall be within the last two (2) years, reckoned from the date of the Submission and Opening of Bids. The statement shall be supported by the following documents:

For Government Contract:

1. The Notices of Award/Notices to Proceed/Contract/Purchase Order issued by the end-user, and
2. Certificate of Completion and/or TIAC Report

For Private Contract:

1. Contract/Purchase Order issued by the end-user, and
2. Certificate of Completion and/or End-User's Acceptance or Sales Invoices/ Official Receipts provided the same expressly state that the Goods are received in good condition.

Note: For this project, Similar Contract/Project refers to "Supply and Delivery of Medicines". In case that the bidder has several invoices/receipts as supporting documents, the bidder shall submit a list or summary of sales invoices/receipts with corresponding amounts.

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

(Tab D)
(Supplier's Company Letter Head)

Project Name: _____
Bid Reference No.: _____
Approved Budget for the Contract: _____

COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY

This is to certify that our NET FINANCIAL CONTRACTING CAPACITY (NFCC) is (amount in words) (PhP). The amount is computed as follows:

NFCC= (CA-CL) K-(C)

Where:

CA- Current Assets _____

Less:

CL- Current Liabilities _____

Multiplied by K (15) _____

Less:

C-Total Outstanding & Ongoing Contracts _____

NFCC _____

Issued this ____ day of _____ 20__.

Certified Correct:

(Authorized Rep's Name & Signature)

(Tab E)
JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into By and Between _____ of legal age, _____ (Civil Status) owner/proprietor of _____ and a resident of _____ and _____ of legal age, _____ (Civil Status) owner/proprietor of _____ and a resident of _____.

THAT both parties agree to be jointly and severally liable for the entire agreement.

THAT both parties agree to join together their manpower, equipment, and what is needed to facilitate the JOINT Venture to participate in the Eligibility, Bidding and Undertaking of the here-under stated project/s to be conducted by the Philippine Pharma Procurement, Inc. (PPPI) for the account of the Armed Forces of the Philippines Health Service Command.

(Name of Project)

That both parties agree that _____ and/or _____, shall be the Official Representative of the Joint Venture, and is granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the bidding as fully and effectively and the Joint Venture may do and if personally with full power of substitution and revocation.

That this Joint Venture Agreement shall remain in effect only for the above stated Project/s until terminated by both parties.

Done this _____ day of _____, in _____.

(Name and Signature of JV Partner)

(Name and Signature of JV Partner)

SUBSCRIBED AND SWORN to before me this ___ day of _____, 20___, affiant exhibited to me his Competent Evidence of Identity No. _____ issued on _____ at _____, Philippines.

Notary Public
Until _____
PTR No. _____
Issued at: _____
Issued on: _____

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

(Tab F)
BID SECURING DECLARATION FORM

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

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

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

I/We¹, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]
[Insert Signatory's Legal Capacity]
Affiant

¹ Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ *[date issued]*, *[place issued]*

IBP No. _____ *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

(Tab F)
**OTHER FORM OF BID SECURITY:
BANK GUARANTEE**

Bank Guarantee
No. _____

Name of Bidder _____ IAEB Number ____ Page __ of ____.

WHEREAS, _____
(Name of Bidder)
(hereinafter called the "Bidder") has submitted his bid dated _____, for the
_____, (hereinafter called "Bid").
(Name of Project)

KNOW ALL MEN by these presents that We _____ of
(Name of Bank)
_____, having our registered office at _____
(Name of Country)
_____ (hereinafter called "Bank,") are bound unto the Philippine Pharma
(Address of Bank)
Procurement, Inc. (PPPI) (hereinafter called "the ENTITY,") in the sum of
_____, for which payment well and truly to be made to the said
ENTITY the Bank binds himself, his successor and assigns by these presents.

SEALED with the Common Seal of the said Bank this ____ day of _____ 20____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws his Bid during the period of bid validity specified in the form of Bid; or
2. If the Bidder does not accept the correction of arithmetical errors of his bid price in accordance with the Instructions to Bidder; or
3. If the Bidder having been notified of the acceptance of his bid by the Employer during the period of bid validity:
 - a) fails or refuses to execute the Form of Agreement in accordance with the instructions to bidders, if required or
 - b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders.

We undertake to pay the ENTITY up to the above amount upon receipt of his first written demand, without the ENTITY having to substantiate his demand, provided that in his demand the ENTITY will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two (2) conditions, specifying the occurred condition or conditions.

The GUARANTEE will remain in force up to and including the date ONE HUNDRED TWENTY (120) CALENDAR DAYS after the deadline for submissions of Bids as such deadline is in the Instructions to Bidders or as it may be extended by the ENTITY, notice of which extension(s) to the bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

(Signature, Name and Address)

(Tab F)
**OTHER FORM OF BID SECURITY:
IRREVOCABLE STANDBY LETTER OF CREDIT**

**Irrevocable
Standby Letter of Credit
No.** _____

Name of Bidder _____ IAEB Number _____. Page of _____.

WHEREAS, _____
[Name and Address of Bidder]
(hereinafter called the "Bidder") has submitted his bid dated _____, for the
_____, (hereinafter called the "Bid").
[Name of Project]

KNOW ALL MEN by these presents that We, _____ of
_____, having our registered office at _____
[Name of Country] [Address of Bank]
(hereinafter called the "Bank,") are bound unto Philippine Pharma Procurement, Inc. (hereinafter called
"the ENTITY"), in the sum of _____, for which payment well and truly to
be made to the said ENTITY the Bank binds himself, his successor and assigns by these presents.

SEALED with Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws his Bid during the period of bid validity specified in the form of Bid; or
2. If the Bidder does not accept the correction of arithmetical errors of his bid price in accordance with the Instructions to Bidder; or
3. If the Bidder having been notified of the acceptance of his bid by the Employer during the period of bid validity:
 - a) fails or refuses to execute the Form of Agreement in accordance with the instructions to bidders, if required or
 - b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders.

We undertake to pay the ENTITY up to the above amount upon receipt of his first written demand, without the ENTITY having to substantiate his demand, provided that in his demand the ENTITY will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two (2) conditions, specifying the occurred condition or conditions.

The IRREVOCABLE STANDBY LETTER OF CREDIT will remain in force up to and including the date ONE HUNDRED TWENTY (120) CALENDAR DAYS after the deadline for submissions of Bids as such deadline is in the Instructions to Bidders or as it may be extended by the ENTITY, notice of which extension(s) to the bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____
WITNESS _____

SIGNATURE OF THE BANK _____
SEAL _____

(Signature, Name and Address)

(Tab G)

Schedule of Requirements

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

ITEM No.	ITEM DESCRIPTION	QTY	U/M	Schedule of Delivery	STATEMENT OF COMPLIANCE (Comply or Not Comply)
				Ten (10) Calendar Days upon the receipt of the Delivery Order Contract.	

I hereby certify to deliver the above mentioned requirements on the specified delivery period during the implementation of the Ordering Agreement Contract.

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

(Tab G)

Technical Specifications

Note: Since the scheme to be used in this activity is Line Item Bidding, the participating bidder/s is/are not required to bid for all items indicated in Section VII. (Order Agreement List); Thus, the item/s reflected in the table provided below is/are the only item/s that the bidder/s intend to supply and/or deliver. Likewise, for easy reference of the BAC and the TWG, the "Item No." to be used should be in accordance with the "Item No." given in Section VII. Only the items listed in the submitted Letter of Intent shall be accepted as valid participating items/bids.

Item No.	Item Description	QTY	U/M	Statement of Compliance (Comply or Not Comply)

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

(Tab H)

Omnibus Sworn Statement

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

AFFIDAVIT

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

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

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

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

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

If a sole proprietorship: As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [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;

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

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

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[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.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

Bidder's Representative/Authorized Signatory

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ *[date issued]*, *[place issued]*

IBP No. _____ *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

(Tab J)
(Supplier's Company Letterhead)

Project Name: _____

Bid Reference Nr: _____

Approved Budget for the Contract: _____

C E R T I F I C A T I O N

THIS IS TO CERTIFY *(insert name of the company)* will deliver medicines will not expire within one (1) year after the delivery & acceptance of the item/s and we further assure that the item/s delivered/supplied will be replaced in the event that AFPHSC have not used the item/s within three (3) months before its expiration.

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

(Tab A of Financial Components)

Bid Form

Date: _____
 Invitation to Bid 1 No.: _____

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

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **supply and/or deliver the following items** in conformity with the said Bidding Documents:

ITEM NO.	ITEM DESCRIPTION	QTY	U/M	U/AMOUNT	T/AMOUNT
TOTAL - - - -					

Note: *For easy reference of the BAC and the TWG, the "Item No." to be used should be in accordance with the "Item No." given in Section VII (Order Agreement List)*

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

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

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 18.3 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below: ²

Name and Address of agent	Amount and Currency	Purpose of Commissions 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 or any Bid you may receive.

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

We likewise certify/confirm that the undersigned, [for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Name of Project of the Name of the Procuring Entity] [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of Procuring Entity].

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

Dated this _____ day of _____ 20_____.

[signature]

[in capacity of]

Duly authorized to sign Bid for and on behalf of _____

(Tab B of Financial Components)

For Goods Offered From Within Philippines

Name of Bidder _____ . Invitation to Bid³ Number ___ Page ___ of _____.

1	2	3	4	5	6	7	8	9	10
ITEM NO.	DESCRIPTION	Country of Origin	QTY	Unit Price EXW per Item	Cost of local labor, raw material, and component	Total price EXW per item (col 4x col5)	Unit Prices per item final destination and unit price of other incidental services	Sales and other taxes payable per item if Contract is awarded	Total Price delivered Final Destination (col 8 + col 9) x col 4

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

ORDERING AGREEMENT

(Project Name)

This Ordering Agreement is made and entered into this _____ day of _____ 20__ at the 2/F NDC Building, 116 Tordesillas Street, Salcedo Village, Makati City Metro Manila, Philippines by and between:

The PHILIPPINE PHARMA PROCUREMENT, INC. for the account of the ARMED FORCES OF THE PHILIPPINES HEALTH SERVICE COMMAND (AFPHSC) herein represented by _____, President and CEO with office address at 2/F NDC Building, 116 Tordesillas Street, Salcedo Village, Makati City Metro Manila herein referred to as the "PPPI".

and

_____ represented by the Authorized Representative, _____ with office address at _____ respectively, herein referred to as the "SUPPLIER".

WHEREAS, the Invitation to Bid (ITB) for the Procurement of _____ on Ordering Agreement with an Approved Budget for the Contract (ABC) of _____ was advertised on _____ in the Philippine Government Electronic Procurement System Website (PhilGEPS) and was continuously posted for seven (7) calendar days in conspicuous place within the premises of PPPI;

WHEREAS, the BAC conducted Public Bidding on _____, at the PPPI, 2/F NDC Bldg. 116 Tordesillas St. Salcedo Village, Makati City, with _____ prospective bidders who submitted the Eligibility & Technical and Financial proposal and only _____ were rated "passed" and declared "eligible" to bid,:

WHEREAS, after the detailed evaluation of the bid submitted by _____, the PPPI declared _____ as the Single and Lowest Calculated and Responsive Bidder for _____ line items for _____ of the Order Agreement list:

Line Item	Item Description	Qty	U/M	Amount (PhP)	
				U/Price Offer	T/Offer

WHEREAS, after careful examination, validation and verification of all the Eligibility & Technical and Financial requirements submitted by _____, during the Post Qualification that was conducted last _____, by the Post-Qualification Team, the PPPI found its bid to be 'Responsive' to the requirement of the project;

NOW THEREFORE, for and in consideration of the foregoing premises and mutual covenants hereinafter set forth, the parties agree as follows:

1. In this Agreement, words and expressions shall have the same meanings respectively assigned to them in the Conditions of the Contract.

2. The following documents shall be deemed to form, be read and construed as integral part of this agreement:

- a. Order Agreement List
- b. Invitation to Bid
- c. Bid Documents:
 - i. Bid Data Sheet
 - ii. General Conditions of Contract
 - iii. Special Conditions of Contract
 - iv. Technical Specifications
 - v. Schedule of Requirements
- d. Certificate of Registration (Class A Documents) and Checklist of Eligibility Requirements (Detail of Eligibility of Supplier)
- e. Technical Documents
- f. Financial Proposal
- g. Abstract of Bids
- h. Minutes of Bidding
- i. Resolution No. _____
- j. Notice of Award
- k. Performance Bond

3. That for in and in consideration of the amount of One Peso (PhP 1.00) per line item, the SUPPLIER hereby covenants to grant the AFP the option to buy the line items awarded to the SUPPLIER in the Order Agreement List only when the need arises, at a fixed contract price per item as specified in the said Order Agreement.

4. This Agreement, including the Order Agreement List shall be valid up to _____, and shall not be extended beyond its lifetime. Within such period, no modification of this Agreement or the Order Agreement List shall be allowed.

5. In exercising its option to buy under this Order Agreement, the PPPI after determination of its necessity shall execute in favor of the SUPPLIER a Delivery Order requiring and obligating the SUPPLIER to deliver the items identified in the Order agreement List in such quantity, scope and at the fixed price for which it was awarded.

6. The terms and conditions, delivery date, place of delivery and payment shall be in accordance with the Delivery Order.

7. That the PPPI may execute in favor of the SUPPLIER as many Delivery Order for the same line item as may be needed provided that the subsequent Delivery Order shall have the same unit price and shall not exceed the estimated quantity in the Order Agreement List.

8. The aggregate amount of all executed and or issued Delivery Order to the SUPPLIER shall not exceed the total contract price specified in this Agreement.

9. The PPPI hereby covenants to pay the SUPPLIER in consideration of the delivery of the goods and services, the remedying of defects therein and in accordance with the terms and conditions specified for each Delivery Order.

10. The Warranty provision for goods under Section 62 of RA 9184 and its IRR shall be observed under the Ordering Agreement and shall be posted for each Delivery Order.

11. Failure to deliver within the agreed period, including any time extension, will make the SUPPLIER liable to the PPPI for the account of the AFPHSC for liquidated damages at least equal to one-tenth of one percent (.001) of the cost of the unperformed portion of the total amount of the awarded items under this Agreement for everyday of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the total amount of the awarded items, PPPI for the account of the AFPHSC shall rescind this Agreement, without prejudice to other courses of action and remedies open to it.

12. All charges for the opening and/or incidental expenses thereto (i.e. bank commission, documentary stamp, tax, etc.) shall be for the account of the SUPPLIER.

13. All other rules governing contract implementation and termination under RA 9184, its IRR and relevant procurement policies shall be applicable.

14. The Agreement shall take effect upon the signing of the parties and the approval of the approving authority.

IN WITNESS WHEREOF, the parties have hereunder affixed their signatures this _____ day of _____ 20__ at _____, Philippines.

PHILIPPINE PHARMA PROCUREMENT, INC

By: _____

By: _____

Signed in the presence of:

ACKNOWLEDGEMENT

Before me, a Notary Public for and in Makati City, this _____ day of _____, 20__ appeared the following persons presenting to me their respective identification card.

NAME	Competent Evidence of identification	DATE ISSUED	PLACE ISSUED

Known to me by competent evidence of identification to be the same person who executed the foregoing instrument, consisting of eight (8) pages including the page on which this acknowledgment is written, and acknowledged before me that the same is their free and voluntary act of deed.

WITNESS MY HAND AND SEAL, on the date and place above written.

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Series of 2018

Section X.
Checklist of Requirements

CHECKLIST OF REQUIREMENTS

FIRST ENVELOPE- TECHNICAL COMPONENT

TAB	REQUIREMENTS
ELIGIBILITY REQUIREMENTS	
CLASS "A" LEGAL DOCUMENTS (OR EQUIVALENT FOR FOREIGN BIDDERS) <i>Note: In case of a Joint Venture, each member shall submit the required Legal Documents and the Tax Clearance Certificate.</i>	
A	<p>PhilGEPS Platinum Certificate of Registration and Membership in accordance with Sec. 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with section 37.14 of the IRR. Mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located,</p> <p>In lieu of PhilGEPS Platinum Certificate of Registration and Membership, the bidder may opt to submit its regular PhilGEPS Certificate of Registration together with the copy of the following valid and current documents:</p> <ol style="list-style-type: none"> 1. SEC Certificate/DTI Registration or its equivalent 2. Mayor's/ Business Permit; 3. Tax Clearance 4. Audited Financial Statements
CLASS "A" TECHNICAL DOCUMENTS (OR EQUIVALENT FOR FOREIGN BIDDERS)	
B	Duly signed 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.
C	<p>Duly signed Statement of Bidder's Single Largest Completed Contract (SLCC) similar to this Project, equivalent to at least two (2) similar contracts and the aggregate contract amounts should be equivalent to at least 25% of the ABC of the item/s to be bid and the largest of these similar contracts should be equivalent to at least 12.5% of the ABC of the item/s to be bid.</p> <p>The date of the contracts shall be within the last two (2) years, reckoned from the date of the Submission and Opening of Bids. The statement shall be supported by the following documents:</p> <p><u>For Government Contract:</u></p> <ol style="list-style-type: none"> 1. The Notices of Award or Notices to Proceed or Contract or Purchase order issued by the end-user; and 2. Certificates of Completion and/or Technical Inspection and Acceptance Committee (TIAC) Report. <p><u>For Private Contract:</u></p> <ol style="list-style-type: none"> 1. Contract or Purchase Order issued by the End-User; and 2. Certificates of Completion and/or End-User's Acceptance or Sales invoices or Official Receipts provided that same expressly state that the goods are received in good condition. <p>Note: For this project, Similar Contract/ project refers to "Supply and Delivery of Medicines". In case that the bidder has several invoice/receipts as supporting documents, the bidder shall submit a list or summary of sales invoices/receipts with corresponding amounts.</p>

CLASS "A" FINANCIAL DOCUMENTS (OR EQUIVALENT FOR FOREIGN BIDDERS)	
D	<p>Duly signed computation of Net Financial Contracting Capacity (NFCC) or Committed Line of Credit issued by a Universal/Commercial Bank.</p> <p>The computation of a prospective bidder's NFCC must be at least equal to the ABC to be bid, calculated as follows:</p> <p style="padding-left: 40px;">NFCC=[(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.</p> <p>The values of the domestic bidder's current assets and current liabilities shall be based on the CY 2017 Income Tax Returns (ITR) filed thru the BIR's EFPS which shall also be submitted during the bidding.</p> <p>If the prospective bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid. If issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank (Section II. 5.5)</p>
CLASS "B" DOCUMENTS	
E	Duly Notarized Valid Joint Venture Agreement (JVA), in case of a joint venture.
F	<p>Duly Notarized Affidavit Bid Securing Declaration or any of the following:</p> <ol style="list-style-type: none"> 1. The amount of not less than (2% of ABC of the item/s to be bid), if bid security is in cash, Cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or 2. The amount of not less than (5% of ABC of the item/s to be bid) if bid security is in Surety Bond. <p>The bid security shall be valid one hundred twenty (120) calendar days from the date of the opening of bids. (Section III. ITB Clause 18.2)</p>
G	Statement of Compliance to Delivery Schedule and Technical Specifications (attached format)
H	Duly Notarized Omnibus Sworn Statement pursuant to Section 25.2.a.iv of R-IRR RA 9184.
I	Duly Notarized Secretary's Certificate in case of a corporation, cooperative, or joint venture of corporations or Duly Notarized Special Power of Attorney in case the person representing the company during the bid opening is not the proprietor or he/she is a duly authorized and designated representative only.
J	Certification from the bidder that the item/s to be delivered/supplied will not expire within one (1) year after the delivery & acceptance of the item/s to include statement that the item/s delivered/supplied and accepted will be replaced in the event that AFPHSC have not used the item/s within three (3) months before its expiration.
K	<p>Bidder's FDA License to Operate, or in lieu of the current and Valid FDA License during the date of the Submission and Opening of Bids, the BAC will allow the submission of the following documents:</p> <ol style="list-style-type: none"> a. Copy of the previously issued FDA License which was the basis for renewal; and c Copy of the proof of payment of the required fees issued by the FDA and/or Tracking Number.

SECOND ENVELOPE- FINANCIAL COMPONENT

TAB	FINANCIAL INFORMATION
A	Duly Signed Bid Form.
B	Duly Signed detailed estimates including a summary sheet indicating the unit prices of each item as basis in coming up with the bid.

POST QUALIFICATION ADDITIONAL REQUIREMENTS

Within five (5) calendar days from receipt by the bidder of the Oral or Written Notice from the BAC that the bidder has the Lowest/Single Calculated Bid, the bidder shall:

1. Submit two (2) folders consisting of the following documentary requirements to BAC Secretariat through the Post Qualification Inspection on the scheduled day of PQ inspection:

- a. Latest Income Tax Returns (immediately preceding calendar year);
- b. Certified True Copies of the following valid documents;
 - i. SEC Certificate/DTI Registration or its equivalent;
 - ii. Mayor's/ Business Permit;
 - iii. Tax Clearance
 - iv. Audited Financial Statements for CY 2017
- c. Valid and Current Certificate of Product Registration (CPR) for all medicines, in lieu of expired CPR, the receipt as proof of renewal; and
- d. Certificate of analysis with at least 90% result, issued by UST-Center of Excellence in Drug Research Evaluation and Studies Inc. (CEDRES) or UP-PGH for the following parenteral medicines:
 - Cephalosporin First-Fourth Generation
 - Sulbactam + Ampicillin Na
 - Piperacillin + Tazobactam

Note: Only the above mentioned medicines are required of Certificate of Analysis.

2. Prepare for inspection the following supporting documents:

- a. List of ALL-ongoing private and government contracts awarded (started or not yet started) with CORRESPONDING copy of either a Purchase Order or Notice of Award or Contract or Notice to Proceed.
- b. Original or authenticated copy of the submitted attachments during the opening of bids:
 - i. Government Contract- PO/NOA/NTP/Contract and TIAC Report/Certificate of Acceptance
 - ii. Private Contract- PO/Contract and Sales Invoice with Collection Receipt
- c. Certificate of Notarial Register/ Commission (from the lawyer who notarized the documents submitted during the bidding).

Note: Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184. 29.2.