

PHILIPPINE BIDDING DOCUMENTS

***Purchase of Drugs
and Medicine use for
Patients Treatment
(1st Qtr.) - MHO***

PID NO. 2023-044

Government of the Republic of the Philippines

**Sixth Edition
July 2020**

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	3
Section I. Invitation to Bid.....	6
Section II. Instructions to Bidders.....	9
1. Scope of Bid	10
2. Funding Information.....	10
3. Bidding Requirements	10
4. Corrupt, Fraudulent, Collusive, and Coercive Practices.....	10
5. Eligible Bidders.....	10
6. Origin of Goods	11
7. Subcontracts	11
8. Pre-Bid Conference	12
9. Clarification and Amendment of Bidding Documents	12
10. Documents comprising the Bid: Eligibility and Technical Components	12
11. Documents comprising the Bid: Financial Component	12
12. Bid Prices	13
13. Bid and Payment Currencies	13
14. Bid Security	13
15. Sealing and Marking of Bids	14
16. Deadline for Submission of Bids	14
17. Opening and Preliminary Examination of Bids	14
18. Domestic Preference	14
19. Detailed Evaluation and Comparison of Bids	14
20. Post-Qualification	15
21. Signing of the Contract	15
Section III. Bid Data Sheet	16
Section IV. General Conditions of Contract	22
1. Scope of Contract	23
2. Advance Payment and Terms of Payment	23
3. Performance Security	23
4. Inspection and Tests	23
5. Warranty	24
6. Liability of the Supplier	24
Section V. Special Conditions of Contract	25
Section VI. Schedule of Requirements	29
Section VII. Technical Specifications	35
Section VIII. Checklist of Technical and Financial Documents	42

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



Republic of the Philippines
Province of Davao de Oro
MUNICIPALITY OF COMPOSTELA

BIDS AND AWARDS COMMITTEE
CP#: 0909-279-9827



INVITATION TO BID FOR

Purchase of Drugs and Medicine use for Patients Treatment (1st Qtr.) - MHO

1. The *Municipality of Compostela*, through the *General Fund* intends to apply the sum *One Million Two Hundred Forty-Seven Thousand Eight Hundred Seventeen Pesos and Ten Centavos (P1,247,817.10)* being the ABC to payments under the contract for *Purchase of Drugs and Medicine use for Patients Treatment (1st Qtr.) - MHO with Project Identification No. 2023-044*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Municipality of Compostela* now invites bids for the above Procurement Project. Delivery of the Goods is required *15 days upon receipt of P.O.* Bidders should have completed, within *Five (5) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from *Municipality of Compostela* and inspect the Bidding Documents at the address given below during *8:00 a.m to 5:00 p.m office hour*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on ***March 6, 2023 to March 28, 2023*** from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos (P5,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees ***to be presented in person***.
6. The Municipality of Compostela will hold a Pre-Bid Conference on ***March 14, 2023 at 1:30 p.m.*** at Office of the BAC, 2nd Floor, Municipal Hall Building, Dagohoy St., Purok 2, Poblacion, Compostela, Davao de Oro which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **March 28, 2023 at 1:00 p.m.** Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **March 28, 2023 at 1:30 p.m.** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The *Municipality of Compostela* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

EDWARD FORD N. DAGATAN
BAC Office
2nd Floor, Municipal Hall Building, Dagohoy St., Purok 2,
Poblacion, Compostela, Davao de Oro
CP#: 0909-279-9827
Email Add: compobacsec@gmail.com
12. You may visit www.philgeps.gov.ph and search for Municipality of Compostela for downloading of Bidding Documents.

March 6, 2023

(Sgd.)
LUCELIA L. PAQUEO
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Municipality of Compostela* wishes to receive Bids for the *Purchase of Drugs and Medicine use for Patients Treatment (1st Qtr.) - MHO* with Project Identification Number 2023-044.

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

The Procurement Project (referred to herein as “Project”) is composed of *Eighty-Six* (86) items, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *FY 2023* in the amount of *One Million Two Hundred Forty-Seven Thousand Eight Hundred Seventeen Pesos and Ten Centavos (P1,247,817.10)*.

2.2. The source of funding is: LGUs, the Annual Budget, as approved by the Sanggunian.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids or Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that: **Subcontracting is not allowed.**

- 7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or

workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *Five (5) years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

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

- a. For Goods offered from within the Procuring Entity's country:
- i. The price of the Goods quoted EXW (ex-works, ex-factory, 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 delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

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

- 13.2. Payment of the contract price shall be made in: **Philippine Pesos**.

14. Bid Security

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

- 14.2. The Bid and bid security shall be valid until *one hundred twenty (120) days*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring 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 conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows: One Project having several items, which shall be awarded as separate contracts per item.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause					
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. <i>Drugs and Medicines</i> b. completed within 5 years prior to the deadline for the submission and receipt of bids. 				
7.1	<i>Subcontract is not allowed.</i>				
12	The price of the Goods shall be quoted DDP to <i>Compostela, Davao de Oro</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.				
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than P 24,956.34 [<i>two percent (2%) of ABC</i>], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than P 62,390.85 [<i>five percent (5%) of ABC</i>] if bid security is in Surety Bond. 				
19.3	<i>The Project will be awarded by ITEM: The Project composed of the following::</i>				
	<i>Item No.</i>	<i>Item Description</i>	<i>Qty.</i>	<i>Unit</i>	<i>Total ABC</i>
	1	Aluminum Magnesium tablet 200mg/100mg	1,000	tablet	1,500.00
	2	Amlodipine 10mg tablet (100/box)	500	box	105,000.00
	3	Amoxicillin 100mg/mL, 15 mL Drops (as Trihydrate)	150	bottle	4,980.00
	4	Amoxicillin 250mg Capsule (as Trihydrate) (100/box)	100	box	22,950.00
	5	Amoxicillin 500mg capsule (100/box)	241	boxes	84,157.20
	6	Amoxicillin 250 mg/5 mL, 60 mL Suspension	219	bottle	8,343.90
	7	Ascorbic Acid (Vitamin C) 100 mg/ml,15 mL Oral Drops	150	bottle	3,945.00
	8	Ascorbic Acid (Vitamin C) 100 mg/5 mL, 60 mL Syrup	140	bottle	4,774.00

9	Ascorbic Acid (Vitamin C) 500 mg Tablet	1,000	tablet	2,100.00
10	Atropine 1 mg/mL, 1 mL Ampule (as Sulfate)	20	ampule	2,104.00
11	Butamirate 50 mg MR Tablet (as Citrate)	250	tablet	3,350.00
12	Captopril 50mg tablet	1,000	tablet	1,650.00
13	Azithromycin 500mg	375	tablet	15,825.00
14	Amlodipine 5mg	218	box	32,700.00
15	Cefalexin 250 mg/5 mL suspension, 60 mL (as Monohydrate)	500	bottle	18,950.00
16	Cefalexin 500mg capsule	6,500	capsule	30,225.00
17	Cefuroxime capsule 500mg	400	capsule	11,960.00
18	Cefixime capsule 200mg	250	Capsule	5,075.00
19	Cetirizine 10 mg Tablet (as Dihydrochloride)	2,000	tablet	4,200.00
20	Chlorphenamine maleate 2.5mg/5ml syrup,60ml	175	bottle	5,705.00
21	Chlorphenamine maleate 4mg tablet	2,500	tablet	3,000.00
22	Cloxacillin 500mg capsule	2,500	capsule	9,000.00
23	Cloxacillin 250 mg/5 mL suspension, 60 mL Bottle (as Sodium Salt)	350	bottle	13,615.00
24	Cotrimoxazole (Sulfamethoxazole + Trimethoprim) 200 mg + 40 mg/5 mL suspension, 60 mL	150	bottle	5,145.00
25	Cotrimoxazole (Sulfamethoxazole + Trimethoprim) 800 mg + 160 mg Tablet	600	tablet	1,980.00
26	Dicycloverine 10 mg/5ml syrup,60ml	100	bottle	2,620.00
27	Betamethasone 5mg/2mg per ml, 1ml ampule	4	ampule	5,016.00
28	Epinephrine 1 mg/mL, 1 mL Ampule (as Hydrochloride)	50	ampule	3,137.50

29	Erythromycin Eye Ointment 0.5%, 5g Tube	5	tube	1,446.00
30	Ferrous Sulfate 220mg/5ml syrup,60ml	300	bottle	11,475.00
31	Co-amoxiclav 625mg tab	300	tablet	10,530.00
32	Celecoxib 400mg cap.	150	capsule	3,922.50
33	Celecoxib 200mg cap.	100	capsule	2,020.00
34	Calcium Carbonate 500mg Tablet	76	box	19,760.00
35	Ferrous Sulfate drops 7mg/0.6ml,15ml drops	200	bottle	4,920.00
36	Ferrous Sulfate + Folic Acid 60mg+400mcg tablet(100tabs/box)	400	box	76,000.00
37	Fluphenazine (as Decanoate) 25mg/mL, 1 mL Ampule	50	ampule	17,025.00
38	Furosemide 20mg tablet	300	tablet	474.00
39	Gentamicin 40 mg/mL, 2 mL Ampule	50	ampule	910.00
40	Gliclazide 30mg tablet (100's)	30	box	9,300.00
41	Gliclazide 30mg MR tablet	30	box	15,300.00
42	Gliclazide 80mg Tablet	50	box	29,000.00
43	Lagundi (Vitex Negundo L.) 300 mg Tablet	2,000	tablet	4,800.00
44	Lagundi (Vitex Negundo L.) 600 mg Tablet	3,000	tablet	13,800.00
45	Lidocaine 2% 50ml vial (as hydrochloride)	45	vial	3,492.00
46	Lithium Carbonate 450 mg MR tablet	100	tablet	2,095.00
47	Losartan 100 mg Tablet (as Potassium Salt) (100/box)	200	box	66,000.00
48	Losartan 50 mg Tablet (as Potassium Salt) (100/box)	600	box	138,000.00

49	Magnesium sulfate 500mg/ml ampule,10 ml	30	ampule	1,959.00
50	Mefenamic 250mg capsule	1,500	capsule	2,370.00
51	Mefenamic Acid 500 mg Capsule	1,000	capsule	2,100.00
52	Insulin Biphasic Isophane 70/30 100iu/L 10ml Vial	7	vial	10,500.00
53	Metoclopramide 10 mg Tablet (as Hydrochloride)	200	tablet	760.00
54	Metoclopramide 5 mg/5 mL syrup, 60 mL(as Base and as Hydrochloride)	100	bottle	3,460.00
55	Metformin 500mg tablet (100/box)	500	box	95,000.00
56	Methyldopa 250mg tablet	2,000	tablet	16,700.00
57	Metoprolol 100mg tablet (100/box)	100	box	25,000.00
58	Metoprolol 50mg tablet (100/box)	75	box	11,250.00
59	Metronidazole 500 mg Tablet	500	tablet	1,300.00
60	Metronidazole 125 mg/5 mL, 60 mL Suspension (as Benzoate)	100	bottle	3,860.00
61	Multivitamins per 5 mL, 60 mL Syrup	350	bottle	10,395.00
62	Multivitamins tablet (B1, B6, B12)	5,000	tablet	9,750.00
63	Nifedipine 10mg capsule	400	capsule	1,500.00
64	Olanzapine 10mg tablet	500	tablet	33,850.00
65	Oral Rehydration Salts (ORS 75- Replacement), 5.125 g	400	sachet	2,480.00
66	Oxytocin 10 IU/mL, 1 mL Ampule	50	ampule	2,960.00
67	Paracetamol 100 mg/mL, 15 mL Drops	300	bottle	6,690.00
68	Paracetamol 250 mg/5 mL syrup, 60 mL	500	bottle	14,900.00
69	Paracetamol 500mg Tablet	6,000	tablet	9,000.00
70	Nitrofurantoin 100mg	122	tablet	6,667.30

	71	Nitrofurantoin 50mg	100	tablet	3,925.00
	72	Phytomenadione 10 mg/mL, 1 mL Ampule	50	ampule	2,845.00
	73	Prednisone 10 mg Tablet	500	tablet	1,600.00
	74	Prednisone 20mg tablet	500	tablet	2,600.00
	75	Prednisone 5 mg Tablet	500	tablet	1,100.00
	76	Risperidone 2mg tablet	250	tablet	13,437.50
	77	Salbutamol 2 mg Tablet (as Sulfate)	1,030	tablet	927.00
	78	Salbutamol syrup 2mg/5ml syrup,60ml	300	bottle	6,450.00
	79	Sambong 500mg tablet	500	tablet	3,350.00
	80	Simvastatin 40mg tablet (100/box)	12	box	4,800.00
	81	Simvastatin 20mg tablet (100/box)	100	box	35,000.00
	82	Terramycin ophthalmic 5mg, 3.5g tube	3	tube	1,947.60
	83	Tranexamic Acid 100 mg/mL, 5 mL Ampule	29	ampule	1,702.30
	84	Tranexamic acid 500mg capsule	1,000	capsule	8,100.00
	85	Valproate Disodium/Valproic Acid 500 mg Film coated tablet	300	tablet	16,440.00
	86	Clozapine 100mg tab	293	tablet	27,864.30
20.2	<i>[List here any licenses and permits relevant to the Project and the corresponding law requiring it.]</i>				
21.2	<i>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]</i>				

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered at the <i>Municipality of Compostela</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site:</p> <p style="text-align: center;"><i>1. MS. MARIA ROSALINDA T. MERILOS – OIC-GSO</i></p> <p style="text-align: center;"><i>2. INSPECTORATE TEAM</i></p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts – N/A</p>

	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property 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>
2.2	The terms of payment shall be within 15 days upon completion of the delivery.
4	<p>The inspections that will be conducted are:</p> <ol style="list-style-type: none"> a. Inspections of delivery of goods by the LGU’s representative upon arrival of the delivery; b. The Inspector may reject any Goods or any part thereof that fail to pass any inspection or do not conform to the specifications. The Supplier shall replace such rejected Goods to meet the specifications at no cost to the Procuring Entity, and shall repeat the inspection, at no cost to the Procuring Entity, within 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.

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity		Total	Delivered, Weeks/ Months
1	Aluminum Magnesium tablet 200mg/100mg	1,000	tablet	1,500.00	15 CD
2	Amlodipine 10mg tablet (100/box)	500	box	105,000.00	15 CD
3	Amoxicillin 100mg/mL, 15 mL Drops (as Trihydrate)	150	bottle	4,980.00	15 CD
4	Amoxicillin 250mg Capsule (as Trihydrate) (100/box)	100	box	22,950.00	15 CD
5	Amoxicillin 500mg capsule (100/box)	241	boxes	84,157.20	15 CD
6	Amoxicillin 250 mg/5 mL, 60 mL Suspension	219	bottle	8,343.90	15 CD
7	Ascorbic Acid (Vitamin C) 100 mg/ml, 15 mL Oral Drops	150	bottle	3,945.00	15 CD
8	Ascorbic Acid (Vitamin C) 100 mg/5 mL, 60 mL Syrup	140	bottle	4,774.00	15 CD
9	Ascorbic Acid (Vitamin C) 500 mg Tablet	1,000	tablet	2,100.00	15 CD
10	Atropine 1 mg/mL, 1 mL Ampule (as Sulfate)	20	ampule	2,104.00	15 CD
11	Butamirate 50 mg MR Tablet (as Citrate)	250	tablet	3,350.00	15 CD
12	Captopril 50mg tablet	1,000	tablet	1,650.00	15 CD
13	Azithromycin 500mg	375	tablet	15,825.00	15 CD
14	Amlodipine 5mg	218	box	32,700.00	15 CD

15	Cefalexin 250 mg/5 mL suspension, 60 mL (as Monohydrate)	500	bottle	18,950.00	15 CD
16	Cefalexin 500mg capsule	6,500	capsule	30,225.00	15 CD
17	Cefuroxime capsule 500mg	400	capsule	11,960.00	15 CD
18	Cefixime capsule 200mg	250	Capsule	5,075.00	15 CD
19	Cetirizine 10 mg Tablet (as Dihydrochloride)	2,000	tablet	4,200.00	15 CD
20	Chlorphenamine maleate 2.5mg/5ml syrup,60ml	175	bottle	5,705.00	15 CD
21	Chlorphenamine maleate 4mg tablet	2,500	tablet	3,000.00	15 CD
22	Cloxacillin 500mg capsule	2,500	capsule	9,000.00	15 CD
23	Cloxacillin 250 mg/5 mL suspension, 60 mL Bottle (as Sodium Salt)	350	bottle	13,615.00	15 CD
24	Cotrimoxazole (Sulfamethoxazole + Trimethoprim) 200 mg + 40 mg/5 mL suspension, 60 mL	150	bottle	5,145.00	15 CD
25	Cotrimoxazole (Sulfamethoxazole + Trimethoprim) 800 mg + 160 mg Tablet	600	tablet	1,980.00	15 CD
26	Dicycloverine 10 mg/5ml syrup,60ml	100	bottle	2,620.00	15 CD
27	Betamethasone 5mg/2mg per ml, 1ml ampule	4	ampule	5,016.00	15 CD
28	Epinephrine 1 mg/mL, 1 mL Ampule (as Hydrochloride)	50	ampule	3,137.50	15 CD
29	Erythromycin Eye Ointment 0.5%, 5g Tube	5	tube	1,446.00	15 CD

30	Ferrous Sulfate 220mg/5ml syrup,60ml	300	bottle	11,475.00	15 CD
31	Co-amoxiclav 625mg tab	300	tablet	10,530.00	15 CD
32	Celecoxib 400mg cap.	150	capsule	3,922.50	15 CD
33	Celecoxib 200mg cap.	100	capsule	2,020.00	15 CD
34	Calcium Carbonate 500mg Tablet	76	box	19,760.00	15 CD
35	Ferrous Sulfate drops 7mg/0.6ml,15ml drops	200	bottle	4,920.00	15 CD
36	Ferrous Sulfate + Folic Acid 60mg+400mcg tablet(100tabs/box)	400	box	76,000.00	15 CD
37	Fluphenazine (as Decanoate) 25mg/mL, 1 mL Ampule	50	ampule	17,025.00	15 CD
38	Furosemide 20mg tablet	300	tablet	474.00	15 CD
39	Gentamicin 40 mg/mL, 2 mL Ampule	50	ampule	910.00	15 CD
40	Gliclazide 30mg tablet (100's)	30	box	9,300.00	15 CD
41	Gliclazide 30mg MR tablet	30	box	15,300.00	15 CD
42	Gliclazide 80mg Tablet	50	box	29,000.00	15 CD
43	Lagundi (Vitex Negundo L.) 300 mg Tablet	2,000	tablet	4,800.00	15 CD
44	Lagundi (Vitex Negundo L.) 600 mg Tablet	3,000	tablet	13,800.00	15 CD
45	Lidocaine 2% 50ml vial (as hydrochloride)	45	vial	3,492.00	15 CD
46	Lithium Carbonate 450 mg MR tablet	100	tablet	2,095.00	15 CD

47	Losartan 100 mg Tablet (as Potassium Salt) (100/box)	200	box	66,000.00	15 CD
48	Losartan 50 mg Tablet (as Potassium Salt) (100/box)	600	box	138,000.00	15 CD
49	Magnesium sulfate 500mg/ml ampule,10 ml	30	ampule	1,959.00	15 CD
50	Mefenamic 250mg capsule	1,500	capsule	2,370.00	15 CD
51	Mefenamic Acid 500 mg Capsule	1,000	capsule	2,100.00	15 CD
52	Insulin Biphasic Isophane 70/30 100iu/L 10ml Vial	7	vial	10,500.00	15 CD
53	Metoclopramide 10 mg Tablet (as Hydrochloride)	200	tablet	760.00	15 CD
54	Metoclopramide 5 mg/5 mL syrup, 60 mL(as Base and as Hydrochloride)	100	bottle	3,460.00	15 CD
55	Metformin 500mg tablet (100/box)	500	box	95,000.00	15 CD
56	Methyldopa 250mg tablet	2,000	tablet	16,700.00	15 CD
57	Metoprolol 100mg tablet (100/box)	100	box	25,000.00	15 CD
58	Metoprolol 50mg tablet (100/box)	75	box	11,250.00	15 CD
59	Metronidazole 500 mg Tablet	500	tablet	1,300.00	15 CD
60	Metronidazole 125 mg/5 mL, 60 mL Suspension (as Benzoate)	100	bottle	3,860.00	15 CD
61	Multivitamins per 5 mL, 60 mL Syrup	350	bottle	10,395.00	15 CD
62	Multivitamins tablet (B1, B6, B12)	5,000	tablet	9,750.00	15 CD
63	Nifedipine 10mg capsule	400	capsule	1,500.00	15 CD

64	Olanzapine 10mg tablet	500	tablet	33,850.00	15 CD
65	Oral Rehydration Salts (ORS 75- Replacement), 5.125 g	400	sachet	2,480.00	15 CD
66	Oxytocin 10 IU/mL, 1 mL Ampule	50	ampule	2,960.00	15 CD
67	Paracetamol 100 mg/mL, 15 mL Drops	300	bottle	6,690.00	15 CD
68	Paracetamol 250 mg/5 mL syrup, 60 mL	500	bottle	14,900.00	15 CD
69	Paracetamol 500mg Tablet	6,000	tablet	9,000.00	15 CD
70	Nitrofurantoin 100mg	122	tablet	6,667.30	15 CD
71	Nitrofurantoin 50mg	100	tablet	3,925.00	15 CD
72	Phytomenadione 10 mg/mL, 1 mL Ampule	50	ampule	2,845.00	15 CD
73	Prednisone 10 mg Tablet	500	tablet	1,600.00	15 CD
74	Prednisone 20mg tablet	500	tablet	2,600.00	15 CD
75	Prednisone 5 mg Tablet	500	tablet	1,100.00	15 CD
76	Risperidone 2mg tablet	250	tablet	13,437.50	15 CD
77	Salbutamol 2 mg Tablet (as Sulfate)	1,030	tablet	927.00	15 CD
78	Salbutamol syrup 2mg/5ml syrup,60ml	300	bottle	6,450.00	15 CD
79	Sambong 500mg tablet	500	tablet	3,350.00	15 CD
80	Simvastatin 40mg tablet (100/box)	12	box	4,800.00	15 CD

81	Simvastatin 20mg tablet (100/box)	100	box	35,000.00	15 CD
82	Terramycin ophthalmic 5mg, 3.5g tube	3	tube	1,947.60	15 CD
83	Tranexamic Acid 100 mg/mL, 5 mL Ampule	29	ampule	1,702.30	15 CD
84	Tranexamic acid 500mg capsule	1,000	capsule	8,100.00	15 CD
85	Valproate Disodium/Valproic Acid 500 mg Film coated tablet	300	tablet	16,440.00	15 CD
86	Clozapine 100mg tab	293	tablet	27,864.30	15 CD

Company Name

Name and Signature of Authorized Representative

Date

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>
1	1,000 tablet Aluminum Magnesium tablet 200mg/100mg	
2	500 box Amlodipine 10mg tablet (100/box)	
3	150 bottle Amoxicillin 100mg/mL, 15 mL Drops (as Trihydrate)	
4	100 box Amoxicillin 250mg Capsule (as Trihydrate) (100/box)	
5	241 boxes Amoxicillin 500mg capsule (100/box)	
6	219 bottle Amoxicillin 250 mg/5 mL, 60 mL Suspension	
7	150 bottle Ascorbic Acid (Vitamin C) 100 mg/ml,15 mL Oral Drops	

8	140 bottle Ascorbic Acid (Vitamin C) 100 mg/5 mL, 60 mL Syrup	
9	1,000 tablet Ascorbic Acid (Vitamin C) 500 mg Tablet	
10	20 ampule Atropine 1 mg/mL, 1 mL Ampule (as Sulfate)	
11	250 tablet Butamirate 50 mg MR Tablet (as Citrate)	
12	1,000 tablet Captopril 50mg tablet	
13	375 tablet Azithromycin 500mg	
14	218 box Amlodipine 5mg	
15	500 bottle Cefalexin 250 mg/5 mL suspension, 60 mL (as Monohydrate)	
16	6,500 capsule Cefalexin 500mg capsule	
17	400 capsule Cefuroxime capsule 500mg	
18	250 capsule Cefixime capsule 200mg	
19	2,000 tablet Cetirizine 10 mg Tablet (as Dihydrochloride)	
20	175 bottle Chlorphenamine maleate 2.5mg/5ml syrup,60ml	
21	2,500 tablet Chlorphenamine maleate 4mg tablet	
22	2,500 capsule Cloxacillin 500mg capsule	
23	350 bottle Cloxacillin 250 mg/5 mL suspension, 60 mL Bottle (as Sodium Salt)	
24	150 bottle Cotrimoxazole (Sulfamethoxazole + Trimethoprim) 200 mg + 40 mg/5 mL suspension, 60 mL	

25	600 tablet Cotrimoxazole (Sulfamethoxazole + Trimethoprim) 800 mg + 160 mg Tablet	
26	100 bottle Dicycloverine 10 mg/5ml syrup,60ml	
27	4 ampule Betamethasone 5mg/2mg per ml, 1ml ampule	
28	50 ampule Epinephrine 1 mg/mL, 1 mL Ampule (as Hydrochloride)	
29	5 tube Erythromycin Eye Ointment 0.5%, 5g Tube	
30	300 bottle Ferrous Sulfate 220mg/5ml syrup,60ml	
31	300 tablet Co-amoxiclav 625mg tab	
32	150 capsule Celecoxib 400mg cap.	
33	100 capsule Celecoxib 200mg cap.	
34	76 box Calcium Carbonate 500mg Tablet	
35	200 bottle Ferrous Sulfate drops 7mg/0.6ml,15ml drops	
36	400 box Ferrous Sulfate + Folic Acid 60mg+400mcg tablet(100tabs/box)	
37	50 ampule Fluphenazine (as Decanoate) 25mg/mL, 1 mL Ampule	
38	300 tablet Furosemide 20mg tablet	
39	50 ampule Gentamicin 40 mg/mL, 2 mL Ampule	
40	30 box Gliclazide 30mg tablet (100's)	
41	30 box Gliclazide 30mg MR tablet	
42	50 box Gliclazide 80mg Tablet	
43	2,000 tablet Lagundi (Vitex Negundo L.) 300 mg Tablet	

44	3,000 tablet Lagundi (Vitex Negundo L.) 600 mg Tablet	
45	45 vial Lidocaine 2% 50ml vial (as hydrochloride)	
46	100 tablet Lithium Carbonate 450 mg MR tablet	
47	200 box Losartan 100 mg Tablet (as Potassium Salt) (100/box)	
48	600 box Losartan 50 mg Tablet (as Potassium Salt) (100/box)	
49	30 ampule Magnesium sulfate 500mg/ml ampule,10 ml	
50	1,500 capsule Mefenamic 250mg capsule	
51	1,000 capsule Mefenamic Acid 500 mg Capsule	
52	7 vial Insulin Biphasic Isophane 70/30 100iu/L 10ml Vial	
53	200 tablet Metoclopramide 10 mg Tablet (as Hydrochloride)	
54	100 bottle Metoclopramide 5 mg/5 mL syrup, 60 mL(as Base and as Hydrochloride)	
55	500 box Metformin 500mg tablet (100/box)	
56	2,000 tablet Methyldopa 250mg tablet	
57	100 box Metoprolol 100mg tablet (100/box)	
58	75 box Metoprolol 50mg tablet (100/box)	
59	500 tablet Metronidazole 500 mg Tablet	
60	100 bottle Metronidazole 125 mg/5 mL, 60 mL Suspension (as Benzoate)	

61	350 bottle Multivitamins per 5 mL, 60 mL Syrup	
62	5,000 tablet Multivitamins tablet (B1, B6, B12)	
63	400 capsule Nifedipine 10mg capsule	
64	500 tablet Olanzapine 10mg tablet	
65	400 sachet Oral Rehydration Salts (ORS 75-Replacement), 5.125 g	
66	50 ampule Oxytocin 10 IU/mL, 1 mL Ampule	
67	300 bottle Paracetamol 100 mg/mL, 15 mL Drops	
68	500 bottle Paracetamol 250 mg/5 mL syrup, 60 mL	
69	6,000 tablet Paracetamol 500mg Tablet	
70	122 tablet Nitrofurantoin 100mg	
71	100 tablet Nitrofurantoin 50mg	
72	50 ampule Phytomenadione 10 mg/mL, 1 mL Ampule	
73	500 tablet Prednisone 10 mg Tablet	
74	500 tablet Prednisone 20mg tablet	
75	500 tablet Prednisone 5 mg Tablet	
76	250 tablet Risperidone 2mg tablet	
77	1,030 tablet Salbutamol 2 mg Tablet (as Sulfate)	
78	300 bottle Salbutamol syrup 2mg/5ml syrup,60ml	
79	500 tablet Sambong 500mg tablet	
80	12 box Simvastatin 40mg tablet (100/box)	

81	100 box Simvastatin 20mg tablet (100/box)	
82	3 tube Terramycin ophthalmic 5mg, 3.5g tube	
83	29 ampule Tranexamic Acid 100 mg/mL, 5 mL Ampule	
84	1,000 capsule Tranexamic acid 500mg capsule	
85	300 tablet Valproate Disodium/Valproic Acid 500 mg Film coated tablet	
86	293 tablet Clozapine 100mg tab	

Company Name

Name and Signature of Authorized Representative

Date

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Note: If the bidder submits item (a), bidder may not submit requirements (b), (c) & (d) unless it is expired.

Technical Documents

- (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- (h) Conformity with the Technical Specifications; **and**
- (i) Production/delivery schedule; **and**
- (j) Manpower requirements; **and**
- (k) After-sales/parts; **and**
- (l) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.
- (m) Mayor's Permit (Municipality of Compostela);
- (n) Bidder's Fee (Official Receipt);
- (o) License to Operate (LTO) – for drugs and medicines, medical equipment;
- (p) Certificate of Product Registration (CPR), for drugs and medicines.

Financial Documents

- (q) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (r) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- (s) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
or
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

- (t) Original of duly signed and accomplished Financial Bid Form; **and**
- (u) Original of duly signed and accomplished Price Schedule(s).

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

- (v) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (w) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Bidding Forms

Bid Form for the Procurement of Goods

BID FORM

Date: _____

Project Identification No.: _____

*To: MUNICIPALITY OF COMPOSTELA
Poblacion, Compostela, Davao de Oro*

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

If our Bid is accepted, we undertake:

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

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

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

(if none, state "None")]

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

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

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of _____ as evidenced by the attached _____.

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

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

**Price Schedule for Goods Offered from Within the Philippines
For Goods Offered from Within the Philippines**

Name of Bidder _____ Project ID No.: **2023-044**

Project Name: *Purchase of Drugs and Medicine use for Patients Treatment (1st Qtr.) - MHO*

ABC (Php): 1,247,817.10

1	2	3	4		5	6	7	8	9	10
Item	Description	Country of origin	Quantity		Unit price EXW per item	Transportation and Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
1	Aluminum Magnesium tablet 200mg/100mg		1,000	tablet						
2	Amlodipine 10mg tablet (100/box)		500	box						
3	Amoxicillin 100mg/mL, 15 mL Drops (as Trihydrate)		150	bottle						
4	Amoxicillin 250mg Capsule (as Trihydrate) (100/box)		100	box						
5	Amoxicillin 500mg capsule (100/box)		241	boxes						
6	Amoxicillin 250 mg/5 mL, 60 mL Suspension		219	bottle						
7	Ascorbic Acid (Vitamin C) 100 mg/ml, 15 mL Oral Drops		150	bottle						
8	Ascorbic Acid (Vitamin C) 100 mg/5 mL, 60 mL Syrup		140	bottle						
9	Ascorbic Acid (Vitamin C) 500 mg Tablet		1,000	tablet						

10	Atropine 1 mg/mL, 1 mL Ampule (as Sulfate)		20	ampule						
11	Butamirate 50 mg MR Tablet (as Citrate)		250	tablet						
12	Captopril 50mg tablet		1,000	tablet						
13	Azithromycin 500mg		375	tablet						
14	Amlodipine 5mg		218	box						
15	Cefalexin 250 mg/5 mL suspension, 60 mL (as Monohydrate)		500	bottle						
16	Cefalexin 500mg capsule		6,500	capsule						
17	Cefuroxime capsule 500mg		400	capsule						
18	Cefixime capsule 200mg		250	Capsule						
19	Cetirizine 10 mg Tablet (as Dihydrochloride)		2,000	tablet						
20	Chlorphenamine maleate 2.5mg/5ml syrup,60ml		175	bottle						
21	Chlorphenamine maleate 4mg tablet		2,500	tablet						
22	Cloxacillin 500mg capsule		2,500	capsule						
23	Cloxacillin 250 mg/5 mL suspension, 60 mL Bottle (as Sodium Salt)		350	bottle						
24	Cotrimoxazole (Sulfamethoxazole + Trimethoprim) 200 mg + 40 mg/5 mL suspension, 60 mL		150	bottle						
25	Cotrimoxazole (Sulfamethoxazole + Trimethoprim) 800 mg + 160 mg Tablet		600	tablet						
26	Dicycloverine 10 mg/5ml syrup,60ml		100	bottle						
27	Betamethasone 5mg/2mg per ml, 1ml ampule		4	ampule						

28	Epinephrine 1 mg/mL, 1 mL Ampule (as Hydrochloride)		50	ampule						
29	Erythromycin Eye Ointment 0.5%, 5g Tube		5	tube						
30	Ferrous Sulfate 220mg/5ml syrup,60ml		300	bottle						
31	Co-amoxiclav 625mg tab		300	tablet						
32	Celecoxib 400mg cap.		150	capsule						
33	Celecoxib 200mg cap.		100	capsule						
34	Calcium Carbonate 500mg Tablet		76	box						
35	Ferrous Sulfate drops 7mg/0.6ml,15ml drops		200	bottle						
36	Ferrous Sulfate + Folic Acid 60mg+400mcg tablet(100tabs/box)		400	box						
37	Fluphenazine (as Decanoate) 25mg/mL, 1 mL Ampule		50	ampule						
38	Furosemide 20mg tablet		300	tablet						
39	Gentamicin 40 mg/mL, 2 mL Ampule		50	ampule						
40	Gliclazide 30mg tablet (100's)		30	box						
41	Gliclazide 30mg MR tablet		30	box						
42	Gliclazide 80mg Tablet		50	box						
43	Lagundi (Vitex Negundo L.) 300 mg Tablet		2,000	tablet						
44	Lagundi (Vitex Negundo L.) 600 mg Tablet		3,000	tablet						
45	Lidocaine 2% 50ml vial (as hydrochloride)		45	vial						
46	Lithium Carbonate 450 mg MR tablet		100	tablet						

47	Losartan 100 mg Tablet (as Potassium Salt) (100/box)		200	box						
48	Losartan 50 mg Tablet (as Potassium Salt) (100/box)		600	box						
49	Magnesium sulfate 500mg/ml ampule,10 ml		30	ampule						
50	Mefenamic 250mg capsule		1,500	capsule						
51	Mefenamic Acid 500 mg Capsule		1,000	capsule						
52	Insulin Biphasic Isophane 70/30 100iu/L 10ml Vial		7	vial						
53	Metoclopramide 10 mg Tablet (as Hydrochloride)		200	tablet						
54	Metoclopramide 5 mg/5 mL syrup, 60 mL(as Base and as Hydrochloride)		100	bottle						
55	Metformin 500mg tablet (100/box)		500	box						
56	Methyldopa 250mg tablet		2,000	tablet						
57	Metoprolol 100mg tablet (100/box)		100	box						
58	Metoprolol 50mg tablet (100/box)		75	box						
59	Metronidazole 500 mg Tablet		500	tablet						
60	Metronidazole 125 mg/5 mL, 60 mL Suspension (as Benzoate)		100	bottle						
61	Multivitamins per 5 mL, 60 mL Syrup		350	bottle						
62	Multivitamins tablet (B1, B6, B12)		5,000	tablet						
63	Nifedipine 10mg capsule		400	capsule						
64	Olanzapine 10mg tablet		500	tablet						
65	Oral Rehydration Salts (ORS 75- Replacement), 5.125 g		400	sachet						
66	Oxytocin 10 IU/mL, 1 mL Ampule		50	ampule						

67	Paracetamol 100 mg/mL, 15 mL Drops		300	bottle						
68	Paracetamol 250 mg/5 mL syrup, 60 mL		500	bottle						
69	Paracetamol 500mg Tablet		6,000	tablet						
70	Nitrofurantoin 100mg		122	tablet						
71	Nitrofurantoin 50mg		100	tablet						
72	Phytomenadione 10 mg/mL, 1 mL Ampule		50	ampule						
73	Prednisone 10 mg Tablet		500	tablet						
74	Prednisone 20mg tablet		500	tablet						
75	Prednisone 5 mg Tablet		500	tablet						
76	Risperidone 2mg tablet		250	tablet						
77	Salbutamol 2 mg Tablet (as Sulfate)		1,030	tablet						
78	Salbutamol syrup 2mg/5ml syrup,60ml		300	bottle						
79	Sambong 500mg tablet		500	tablet						
80	Simvastatin 40mg tablet (100/box)		12	box						
81	Simvastatin 20mg tablet (100/box)		100	box						
82	Terramycin ophthalmic 5mg, 3.5g tube		3	tube						
83	Tranexamic Acid 100 mg/mL, 5 mL Ampule		29	ampule						
84	Tranexamic acid 500mg capsule		1,000	capsule						
85	Valproate Disodium/Valproic Acid 500 mg Film coated tablet		300	tablet						
86	Clozapine 100mg tab		293	tablet						

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Bid Securing Declaration Form

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

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

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Omnibus Sworn Statement (Revised)

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STATEMENT OF THE BIDDER OF ALL ITS ONGOING GOVERNMENT AND PRIVATE CONTRACTS, INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED

Business Name: _____

Business Address: _____

Name of Contract	Date of Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of contract	Value of outstanding contracts	Dates of Delivery
<u>GOVERNMENT</u>							
<u>PRIVATE</u>							
<i>TOTAL OF OUTSTANDING CONTRACT</i>							

Note: State "NONE" if no ongoing contracts. This statement shall be supported with:

1. Notice of Award
2. Contract Agreement

Submitted by: _____

Printed Name and Signature

Designation: _____

Date: _____

**STATEMENT OF SINGLE LARGEST COMPLETED CONTRACTS
(SLCC)**

Business Name: _____

Business Address: _____

Name of Contract	Date of Contract	Owner's Name & Address	Kinds of Goods	Amount of completed contracts	Date of Delivery	End user's acceptance or official receipt(s) or sales invoice issued for the contract

Note: This statement shall be supported with:

1. End – Users Acceptance; **or**
2. Official Receipt; **or**
3. Sales Invoice

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

NFCC COMPUTATION

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

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

- B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = [(Current Asset – Current Liabilities) (15)] minus value of all outstanding works under ongoing contracts including awarded contracts yet to be started

NFCC = P _____

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Date : _____

Performance Securing Declaration (Revised)

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

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

PERFORMANCE SECURING DECLARATION

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

I/We, the undersigned, declare that:

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

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

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

[Jurat]

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

Contract Agreement Form for the Procurement of Goods (Revised)

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____ 20____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures in specified currency]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents 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;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the

Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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

