

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of Drugs and Medicines Charged to GAA 2024 (EPA) 2023-28

Government of the Republic of the Philippines

**Sixth Edition
July 2020**

Preface

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

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

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

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

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

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

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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



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MARIVELES MENTAL WELLNESS AND GENERAL HOSPITAL
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INVITATION TO BID FOR PROCUREMENT OF DRUGS AND MEDICINES CHARGED TO GAA 2024 (EPA)

1. The **Mariveles Mental Wellness and General Hospital**, is conducting the **Procurement of Drugs and Medicines Charged to GAA 2024 (EPA) / 2023-28** through the early procurement activity (EPA) for Fiscal Year 2024, consistent to Section 7.6 of RA 9184, where the procuring entity is allowed to undertake the procurement activities short of award.
2. The **Mariveles Mental Wellness and General Hospital**, through the **National Expenditure Program of 2024** intends to apply the sum of **Seventy-two Million One Hundred Eighty-four Thousand Three Hundred Seventy-three Pesos only (P 72,184,373.00)** being the ABC to payments under the contract for **Procurement of Drugs and Medicines Charged to GAA 2024 (EPA) / 2023-28**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
3. The **Mariveles Mental Wellness and General Hospital** now invites bids for the above Procurement Project. Delivery of the Goods is required by **January to December 2024**. Bidders should have completed, within **2 years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
4. 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.

5. Prospective Bidders may obtain further information from **MMWGH** and inspect the Bidding Documents at the address given below during M-F; 8am-5pm, except holidays.
6. A complete set of Bidding Documents may be acquired by interested Bidders on **November 29 – December 19, 2023** from the given address and website(s) below and upon payment of the **applicable fee based on the total amount of the items to be bid**, pursuant to the latest Guidelines issued by the GPPB, in the following amount:

Approved Budget for the Contract	Maximum Cost of Bidding Documents (in Philippine Peso)
500,000 and below	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 500 Million	50,000.00

The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.

7. The **MMWGH** will hold a Pre-Bid Conference on **December 11, 2023 11AM** at **MMWGH Compound**, and/or through video conferencing or webcasting *via Zoom*, which shall be open to prospective bidders.
8. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **December 20, 2023 1:30PM**. Late bids shall not be accepted.

The **MMWGH** may request the bidders to extend the validity of the bid securities beyond one hundred twenty (120) calendar days, prior to the expiration, if the funding source has yet to be approved and made effective. A change in the form of bid security is allowed if this is made prior to the expiration of the bid validity sought to be extended. If the bidder refuses to extend the bid validity, the **MMWGH** shall reject the bid submitted by the said bidder.

9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
10. Bid opening shall be on **December 20, 2023 1:30PM** at the given address below and/or *via Zoom*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

Notice of Award (NOA) will only be issued upon the approval and effectivity of General Appropriations Act 2024.

11. The **MMWGH** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

MARY RODELINE M. CASUAYAN
BAC Secretariat
 Procurement Unit
 Mariveles Mental Wellness and General Hospital
 P. Monroe Street, Mariveles, Bataan
 Email Address: procurement@mmwgh.gov.ph
 Website: www.mmwgh.gov.ph
 Contact No.: +639-688545320

13. You may visit the following website(s):

For downloading of Bidding Documents: <http://www.mmwgh.gov.ph/itb2023.php>

Date of Issue: November 29, 2023

(Sgd.)

ZORAIDA F. AFABLE, MD
Chairperson, BAC

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, **Mariveles Mental Wellness and General Hospital** wishes to receive Bids for the **Procurement of Drugs and Medicines Charged to GAA 2024 (EPA)** with identification number **2023-28**.

[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 **57 items**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **2024** in the amount of **Seventy-two Million One Hundred Eighty-four Thousand Three Hundred Seventy-three Pesos only (P 72,184,373.00)**.

2.2. The source of funding is:

a. NGA, the National Expenditure Program.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership 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:
 - a. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

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 and/or through Zoom as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **Two (2) 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 e.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

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

- a. Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration 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 **April 18, 2024**. 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 BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause					
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. <i>[provide the definition or description of similar contracts].</i></p> <p>b. completed within two (2) years prior to the deadline for the submission and receipt of bids.</p>				
12	The price of the Goods shall be quoted DDP <i>[state place of destination]</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.				
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than P <u>1,443,687.46</u>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than P <u>3,609,218.65</u> if bid security is in Surety Bond.</p>				
19.3	NO.	ITEMS	Dosage Form	QTY.	AMOUNT
	1	Alprazolam 250mcg	tablet	400	1,780.00
	2	Alprazolam 500mcg	tablet	800	13,864.00
	3	Aripiprazole 10 mg orally disintegrating tablet (ODT)	tablet	5,000	1,110,150.00
	4	Aripiprazole 10mg	tablet	30,000	1,500,000.00
	5	Biperiden (as hydrochloride) 2 mg	tablet	260,000	1,349,400.00
	6	Bromazepam 1.5mg	tablet	500	4,250.00
	7	Carbamazepine 200mg	tablet	30,000	120,000.00
	8	Chlorpromazine (as hydrochloride) 100 mg	tablet	40,000	151,200.00
	9	Chlorpromazine (as hydrochloride) 200 mg	tablet	40,000	1,000,000.00
	10	Clonazepam 2mg	tablet	15,000	157,800.00
	11	Clozapine 100mg	tablet	300,000	6,000,000.00
	12	Clozapine 25mg	tablet	8,000	126,640.00
	13	Diazepam 5mg	tablet	400	3,316.00
	14	Diazepam 5mg/ml (IM,IV), 2ml	ampule	200	27,696.00
	15	Divalproex Sodium (Sodium Valproate+Valproic Acid) 250mg	tablet	400,000	3,552,000.00
	16	Divalproex Sodium 500mg (extended release) or Sodium Valproate+Valproic Acid 500mg (controlled release)	tablet	700,000	16,100,000.00
	17	Donepezil 10mg	tablet	4,000	139,920.00
	18	Donepezil 5mg	tablet	3,000	30,000.00
	19	Escitalopram (as oxalate) 10 mg	tablet	140,000	2,940,000.00
	20	Fluoxetine 20 mg	tablet /capsule	14,000	365,400.00

21	Flupentixol (as decanoate) 20mg/ml	ampule	1,800	619,200.00
22	Fluphenazine (as Decanoate) 25mg/ml (IM), 1ml	ampule	8,000	629,760.00
23	Gabapentin 100mg	tablet	2,000	44,000.00
24	Gabapentin 300mg	tablet	2,000	60,000.00
25	Haloperidol 5mg	tablet	20,000	470,000.00
26	Haloperidol 5mg/ml, 1ml	ampule	500	365,500.00
27	Lamotrigine 100mg	tablet	7,000	54,250.00
28	Lamotrigine 50mg	tablet	3,000	17,100.00
29	Levetiracetam 100mg/ml, 5ml solution for injection	vial	10	17,250.00
30	Levetiracetam 500mg	tablet	6,000	98,280.00
31	Levodopa 100mg + Carbidopa 25mg	tablet	13,500	189,000.00
32	Levodopa 250mg + Carbidopa 25mg	tablet	10,000	210,000.00
33	Lithium Carbonate 450 mg MR	tablet	88,000	1,056,000.00
34	Memantine 10mg film coated	tablet	7,000	138,600.00
35	Methylphenidate 10mg	tablet	2,000	150,000.00
36	Midazolam 5mg/ml (IM,IV), 1ml	ampule	300	26,232.00
37	Olanzapine 10 mg (orodispersible)	tablet	1,200	21,900.00
38	Olanzapine 10mg	tablet	240,000	3,060,000.00
39	Olanzapine 5mg (plain or orodispersible)	tablet	5,400	243,000.00
40	Oxcarbazepine 300mg	tablet	3,200	68,832.00
41	Oxcarbazepine 600mg	tablet	1,000	20,380.00
42	Phenobarbital 30mg	p.syringe	300	1,173.00
43	Phenobarbital 60mg	p.syringe	4,200	22,722.00
44	Phenobarbital 90mg	tablet	5,000	34,450.00
45	Phenytoin (as sodium salt) 100mg	tablet	800	24,000.00
46	Phenytoin (as sodium salt) 50mg/ml (IV), 2ml	ampule	160	107,200.00
47	Quetiapine (as fumarate) 100mg	tablet	10,000	240,000.00
48	Quetiapine (as fumarate) 200mg	tablet	10,000	283,700.00
49	Quetiapine (as fumarate) 25 mg	tablet	15,000	270,000.00
50	Quetiapine (as fumarate) 300mg	tablet	30,000	1,530,000.00
51	Risperidone 1mg	tablet	10,000	66,800.00
52	Risperidone 2mg	tablet	430,000	24,940,000.00
53	Risperidone 4mg	tablet	96,800	1,277,760.00
54	Sertraline (as hydrochloride) 50 mg	tablet	50,000	750,000.00
55	Topiramate 50mg	tablet	600	5,568.00
56	Valproic acid 250mg/5ml syrup, 120ml	bottle	400	355,200.00
57	Zolpidem 10 mg	tablet	600	23,100.00

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
1	<p>Additional Documentary Requirements</p> <p>A. Certificate of product registration from Food and Drug Administration (FDA)</p> <ul style="list-style-type: none"> • Date of certification must not be expired, if expired provide an official receipt of payment for its application for renewal, date of renewal is made before expiry date. • Original or certified true copy (All pages) <p>B. Certificate of good manufacturing practices from FDA</p> <ul style="list-style-type: none"> • Certification date must be valid at the time of bidding <p>C. Certificate of Chemical Analysis</p> <ul style="list-style-type: none"> • The brand name of the drug for chemical analysis must be the same as that for bidding • Certification must not be expired at the time of bidding • Result of analysis of the drug must be at least 90% <p>D. Bioequivalence study compared with the innovator (For psychotropic medicines that is first time to be use in the Pharmacy, to be confirm by the Pharmacy TWG)</p> <p>E. Notarized Certification of Availability of Stock</p> <p>F. License to Operate issued by Food and Drug Administration (FDA). If expired, a proof of application for its renewal; updated document tracking log and official receipt as proof of payment should be submitted.</p> <ul style="list-style-type: none"> • License to Operate from FDA with List of Sources (whether it is a manufacturer, importer, seller or distributor) <p>G. Batch release certificate from FDA (for limited molecules such as vaccines, toxoids and immunoglobulins only)</p> <p>H. If the supplier is not the manufacturer, certification from the manufacturer that the supplier is an authorized distributor/dealer of the product/items</p>

Delivery and Documents –

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:

[For Goods supplied from abroad, state:] “The delivery terms applicable to the Contract are DDP delivered *[indicate place of destination]*. In accordance with INCOTERMS.”

[For Goods supplied from within the Philippines, state:] “The delivery terms applicable to this Contract are delivered *[indicate place of destination]*. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).

For purposes of this Clause the Procuring Entity’s Representative at the Project Site is **Vincent A. Isip, Chief Administrative Officer**

Incidental Services –

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

- 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.

	<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	<p><i>[If partial payment is allowed, state]</i> “The terms of payment shall be as follows: request for partial payment shall be made in writing to HoPE.”</p>
4	<p>The inspections and tests that will be conducted are: Inspection, Demonstration.</p>

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>
Drugs and Medicines	Alprazolam 250mcg	
	Alprazolam 500mcg	
	Aripiprazole 10 mg orally disintegrating tablet (ODT)	

	Aripiprazole 10mg	
	Biperiden (as hydrochloride) 2 mg	
	Bromazepam 1.5mg	
	Carbamazepine 200mg	
	Chlorpromazine (as hydrochloride) 100 mg	
	Chlorpromazine (as hydrochloride) 200 mg	
	Clonazepam 2mg	
	Clozapine 100mg	
	Clozapine 25mg	
	Diazepam 5mg	
	Diazepam 5mg/ml (IM,IV), 2ml	
	Divalproex Sodium (Sodium Valproate+Valproic Acid) 250mg	
	Divalproex Sodium 500mg (extended release) or Sodium Valproate+Valproic Acid 500mg (controlled release)	
	Donepezil 10mg	
	Donepezil 5mg	
	Escitalopram (as oxalate) 10 mg	
	Fluoxetine 20 mg	
	Flupentixol (as decanoate) 20mg/ml	
	Fluphenazine (as Decanoate) 25mg/ml (IM), 1ml	
	Gabapentin 100mg	
	Gabapentin 300mg	
	Haloperidol 5mg	
	Haloperidol 5mg/ml, 1ml	
	Lamotrigine 100mg	
	Lamotrigine 50mg	

	Levetiracetam 100mg/ml, 5ml solution for injection	
	Levetiracetam 500mg	
	Levodopa 100mg + Carbidopa 25mg	
	Levodopa 250mg + Carbidopa 25mg	
	Lithium Carbonate 450 mg MR	
	Memantine 10mg film coated	
	Methylphenidate 10mg	
	Midazolam 5mg/ml (IM,IV), 1ml	
	Olanzapine 10 mg (orodispersible)	
	Olanzapine 10mg	
	Olanzapine 5mg (plain or orodispersible)	
	Oxcarbazepine 300mg	
	Oxcarbazepine 600mg	
	Phenobarbital 30mg	
	Phenobarbital 60mg	
	Phenobarbital 90mg	
	Phenytoin (as sodium salt) 100mg	
	Phenytoin (as sodium salt) 50mg/ml (IV), 2ml	
	Quetiapine (as fumarate) 100mg	
	Quetiapine (as fumarate) 200mg	
	Quetiapine (as fumarate) 25 mg	
	Quetiapine (as fumarate) 300mg	
	Risperidone 1mg	
	Risperidone 2mg	
	Risperidone 4mg	
	Sertraline (as hydrochloride) 50 mg	

	Topiramate 50mg	
	Valproic acid 250mg/5ml syrup, 120ml	
	Zolpidem 10 mg	
	*** Nothing Follows ***	

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR;**

Technical Documents

- (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (g) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (j) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

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

Class “B” Documents

- (m) 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.

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

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

Additional Documentary Requirements (as indicated in SCC Clause 1)

- (a) Certificate of product registration from Food and Drug Administration (FDA)
 - Date of certification must not be expired, if expired provide an official receipt of payment for its application for renewal, date of renewal is made before expiry date.
 - Original or certified true copy (All pages)
- (b) Certificate of good manufacturing practices from FDA
 - Certification date must be valid at the time of bidding
- (c) Certificate of Chemical Analysis
 - The brand name of the drug for chemical analysis must be the same as that for bidding
 - Certification must not be expired at the time of bidding
 - Result of analysis of the drug must be at least 90%
- (d) Bioequivalence study compared with the innovator (For psychotropic Medicines that is first time to be use in the Pharmacy, to be confirm by the Pharmacy TWG)
- (e) Notarized Certification of Availability of Stock
- (f) License to Operate issued by Food and Drug Administration (FDA). If expired, a proof of application for its renewal; updated document tracking log and official receipt as proof of payment should be submitted.
 - License to Operate from FDA with List of Sources (whether it is a manufacturer, importer, seller or distributor)
- (g) Batch release certificate from FDA (for limited molecules such as vaccines, toxoids and immunoglobulins only)
- (h) If the supplier is not the manufacturer, certification from the manufacturer that the supplier is an authorized distributor/dealer of the product/items

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

Note: Any missing document in the above-mentioned checklist is a ground for outright rejection of the bid.

Post Qualification Documents

- 1. BIR Form 2303 (BIR Registration Certificate)
- 2. Business and Income Tax Return

Note: It is encouraged to submit the above-mentioned Post Qualification documents during Bid Opening to expedite the bidding process.

Requirements upon Delivery

1. Warranty Security for a minimum period of three months, in the case of expendable supplies, or a minimum period of one year in the case of semi-/non-expendable supplies, after acceptance by the procuring entity of the delivered supplies. (In compliance to COA Circular No. 2023-004)
Or:
Retention money in an amount equivalent to at least one percent (1%) but not to exceed five percent (5%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) but not to exceed five percent (5%) of the total contract price.
2. Delivery Receipt/Invoice bearing Lot Nos. and Expiry Dates of the drugs and medicines.



Upon delivery the following shall be complied:

Shelf life: Drugs must be fresh commercial stock with a total life of twenty four (24) months from the date of manufacture but not less than eighteen (18) months from the date of delivery
Letter of request for acceptance or Guarantee Letter for the shelf life below 18 months but not less than 12 months will be on case to case basis.

Packaging agreement: The winning bidder must provide the quantity stated in the purchase order and *partial delivery will not be accepted.*

Labeling Instructions: For each box, bottle and corrugated carton the following should be legibly imprint:
MANUFACTURE:
BATCH/LOT NO:
DATE OF MANUFACTURED:
DATE OF EXPIRY:

End-User

NAME OF COMPANY

Chair, Therapeutic Committee

SIGNATURE OVER PRINTED NAME

Chairperson, BAC

ADDRESS

Vice Chairperson, BAC

TELEPHONE / FAX NO.

Member, BAC

Member, BAC

Member, BAC

MARIVELES MENTAL WELLNESS AND GENERAL HOSPITAL

Mariveles, Bataan

Name of Bidder/Distributor: _____

Address: _____

DRUGS AND MEDICINES for bid

NO.	ITEMS	QTY.	Dosage Form	ABC	Packaging Instruction	BRAND
1	Alprazolam 250mcg	400	tablet	1,780.00		
2	Alprazolam 500mcg	800	tablet	13,864.00		
3	Aripiprazole 10 mg orally disintegrating tablet (ODT)	5,000	tablet	1,110,150.00		
4	Aripiprazole 10mg	30,000	tablet	1,500,000.00		
5	Biperiden (as hydrochloride) 2 mg	260,000	tablet	1,349,400.00		
6	Bromazepam 1.5mg	500	tablet	4,250.00		
7	Carbamazepine 200mg	30,000	tablet	120,000.00		
8	Chlorpromazine (as hydrochloride) 100 mg	40,000	tablet	151,200.00		
9	Chlorpromazine (as hydrochloride) 200 mg	40,000	tablet	1,000,000.00		
10	Clonazepam 2mg	15,000	tablet	157,800.00		
11	Clozapine 25mg	8,000	tablet	126,640.00		
12	Clozapine 100mg	300,000	tablet	6,000,000.00		
13	Diazepam 5mg	400	tablet	3,316.00		
14	Diazepam 5mg/ml (IM,IV), 2ml	200	ampule	27,696.00		
15	Divalproex Sodium (Sodium Valproate+Valproic Acid) 250mg	400,000	tablet	3,552,000.00		
16	Divalproex Sodium 500mg (extended release) or Sodium Valproate+Valproic Acid 500mg (controlled release)	700,000	tablet	16,100,000.00		
17	Donepezil 5mg	3,000	tablet	30,000.00		

MARIVELES MENTAL WELLNESS AND GENERAL HOSPITAL

Mariveles, Bataan

Name of Bidder/Distributor: _____

Address: _____

DRUGS AND MEDICINES for bid

NO.	ITEMS	QTY.	Dosage Form	ABC	Packaging Instruction	BRAND
18	Donepezil 10mg	4,000	tablet	139,920.00		
19	Escitalopram (as oxalate) 10 mg	140,000	tablet	2,940,000.00		
20	Fluoxetine 20 mg	14,000	tablet /capsule	365,400.00		
21	Flupentixol (as decanoate) 20mg/ml	1,800	ampule	619,200.00		
22	Fluphenazine (as Decanoate) 25mg/ml (IM), 1ml	8,000	ampule	629,760.00		
23	Gabapentin 100mg	2,000	tablet	44,000.00		
24	Gabapentin 300mg	2,000	tablet	60,000.00		
25	Haloperidol 5mg/ml, 1ml	500	ampule	365,500.00		
26	Risperidone 1mg	10,000	tablet	66,800.00		
27	Risperidone 2mg	430,000	tablet	24,940,000.00		
28	Risperidone 4mg	96,800	tablet	1,277,760.00		
29	Sertraline (as hydrochloride) 50 mg	50,000	tablet	750,000.00		
30	Haloperidol 5mg	20,000	tablet	470,000.00		
31	Lamotrigine 50mg	3,000	tablet	17,100.00		
32	Lamotrigine 100mg	7,000	tablet	54,250.00		
33	Levetiracetam 500mg	6,000	tablet	98,280.00		
34	Levetiracetam 100mg/ml, 5ml solution for injection	10	vial	17,250.00		
35	Levodopa 100mg + Carbidopa 25mg	13,500	tablet	189,000.00		

MARIVELES MENTAL WELLNESS AND GENERAL HOSPITAL

Mariveles, Bataan

Name of Bidder/Distributor: _____

Address: _____

DRUGS AND MEDICINES for bid

NO.	ITEMS	QTY.	Dosage Form	ABC	Packaging Instruction	BRAND
36	Levodopa 250mg + Carbidopa 25mg	10,000	tablet	210,000.00		
37	Lithium Carbonate 450 mg MR	88,000	tablet	1,056,000.00		
38	Memantine 10mg film coated	7,000	tablet	138,600.00		
39	Methylphenidate 10mg	2,000	tablet	150,000.00		
40	Midazolam 5mg/ml (IM,IV), 1ml	300	ampule	26,232.00		
41	Olanzapine 5mg (plain or orodispersible)	5,400	tablet	243,000.00		
42	Olanzapine 10mg	240,000	tablet	3,060,000.00		
43	Olanzapine 10 mg (orodispersible)*	1,200	tablet	21,900.00		
44	Oxcarbazepine 300mg	3,200	tablet	68,832.00		
45	Oxcarbazepine 600mg	1,000	tablet	20,380.00		
46	Phenobarbital 30mg	300	p.syringe	1,173.00		
47	Phenobarbital 60mg	4,200	p.syringe	22,722.00		
48	Phenobarbital 90mg	5,000	tablet	34,450.00		
49	Phenytoin (as sodium salt) 50mg/ml (IV), 2ml	160	tablet	107,200.00		
50	Phenytoin (as sodium salt) 100mg	800	tablet	24,000.00		
51	Quetiapine (as fumarate) 300mg	30,000	ampule	1,530,000.00		
52	Quetiapine (as fumarate) 200mg	10,000	capsule	283,700.00		
53	Quetiapine (as fumarate) 100mg	10,000	tablet	240,000.00		
54	Quetiapine (as fumarate) 25 mg	15,000	tablet	270,000.00		
55	Topiramate 50mg	600	tablet	5,568.00		
56	Valproic acid 250mg/5ml syrup, 120ml	400	tablet	355,200.00		
57	Zolpidem 10 mg	600	tablet	23,100.00		
	*** Nothing Follows ***					

MARIVELES MENTAL WELLNESS AND GENERAL HOSPITAL

Mariveles, Bataan

Name of Bidder/Distributor:

Address:

DRUGS AND MEDICINES for bid for the Twelve (12) Months Procurement 2024

NO.	ITEMS	Dosage Form	QTY.	BRAND	UNIT COST	AMOUNT
1	Alprazolam 250mcg	tablet	400		4.45	1,780.00
2	Alprazolam 500mcg	tablet	800		17.33	13,864.00
3	Aripiprazole 10 mg orally disintegrating tablet (ODT)	tablet	5,000		222.03	1,110,150.00
4	Aripiprazole 10mg	tablet	30,000		50.00	1,500,000.00
5	Biperiden (as hydrochloride) 2 mg	tablet	260,000		5.19	1,349,400.00
6	Bromazepam 1.5mg	tablet	500		8.50	4,250.00
7	Carbamazepine 200mg	tablet	30,000		4.00	120,000.00
8	Chlorpromazine (as hydrochloride) 100 mg	tablet	40,000		3.78	151,200.00
9	Chlorpromazine (as hydrochloride) 200 mg	tablet	40,000		25.00	1,000,000.00
10	Clonazepam 2mg	tablet	15,000		10.52	157,800.00
11	Clozapine 100mg	tablet	300,000		20.00	6,000,000.00
12	Clozapine 25mg	tablet	8,000		15.83	126,640.00
13	Diazepam 5mg	tablet	400		8.29	3,316.00
14	Diazepam 5mg/ml (IM,IV), 2ml	ampule	200		138.48	27,696.00
15	Divalproex Sodium (Sodium Valproate+Valproic Acid) 250mg	tablet	400,000		8.88	3,552,000.00
16	Divalproex Sodium 500mg (extended release) or Sodium Valproate+Valproic Acid 500mg (controlled release)	tablet	700,000		23.00	16,100,000.00
17	Donepezil 10mg	tablet	4,000		34.98	139,920.00
18	Donepezil 5mg	tablet	3,000		10.00	30,000.00
19	Escitalopram (as oxalate) 10 mg	tablet	140,000		21.00	2,940,000.00
20	Fluoxetine 20 mg	tablet /capsule	14,000		26.10	365,400.00
21	Flupentixol (as decanoate) 20mg/ml	ampule	1,800		344.00	619,200.00
22	Fluphenazine (as Decanoate) 25mg/ml (IM), 1ml	ampule	8,000		78.72	629,760.00
23	Gabapentin 100mg	tablet	2,000		22.00	44,000.00
24	Gabapentin 300mg	tablet	2,000		30.00	60,000.00
25	Haloperidol 5mg	tablet	20,000		23.500	470,000.00
26	Haloperidol 5mg/ml, 1ml	ampule	500		731.00	365,500.00
27	Lamotrigine 100mg	tablet	7,000		7.75	54,250.00
28	Lamotrigine 50mg	tablet	3,000		5.700	17,100.00
29	Levetiracetam 100mg/ml, 5ml solution for injection	vial	10		1,725.00	17,250.00
30	Levetiracetam 500mg	tablet	6,000		16.38	98,280.00
31	Levodopa 100mg + Carbidopa 25mg	tablet	13,500		14.00	189,000.00
32	Levodopa 250mg + Carbidopa 25mg	tablet	10,000		21.00	210,000.00
33	Lithium Carbonate 450 mg MR	tablet	88,000		12.00	1,056,000.00
34	Memantine 10mg film coated	tablet	7,000		19.80	138,600.00
35	Methylphenidate 10mg	tablet	2,000		75.00	150,000.00
36	Midazolam 5mg/ml (IM,IV), 1ml	ampule	300		87.44	26,232.00
37	Olanzapine 10 mg (orodispersible)	tablet	1,200		18.25	21,900.00
38	Olanzapine 10mg	tablet	240,000		12.75	3,060,000.00
39	Olanzapine 5mg (plain or orodispersible)	tablet	5,400		45.00	243,000.00
40	Oxcarbazepine 300mg	tablet	3,200		21.51	68,832.00
41	Oxcarbazepine 600mg	tablet	1,000		20.38	20,380.00

MARIVELES MENTAL WELLNESS AND GENERAL HOSPITAL

Mariveles, Bataan

Name of Bidder/Distributor:

Address:

DRUGS AND MEDICINES for bid for the Twelve (12) Months Procurement 2024

42	Phenobarbital 30mg	p.syringe	300		3.91	1,173.00
43	Phenobarbital 60mg	p.syringe	4,200		5.41	22,722.00
44	Phenobarbital 90mg	tablet	5,000		6.89	34,450.00
45	Phenytoin (as sodium salt) 100mg	tablet	800		30.00	24,000.00
46	Phenytoin (as sodium salt) 50mg/ml (IV), 2ml	ampule	160		670.00	107,200.00
47	Quetiapine (as fumarate) 100mg	tablet	10,000		24.00	240,000.00
48	Quetiapine (as fumarate) 200mg	tablet	10,000		28.37	283,700.00
49	Quetiapine (as fumarate) 25 mg	tablet	15,000		18.00	270,000.00
50	Quetiapine (as fumarate) 300mg	tablet	30,000		51.00	1,530,000.00
51	Risperidone 1mg	tablet	10,000		6.68	66,800.00
52	Risperidone 2mg	tablet	430,000		58.00	24,940,000.00
53	Risperidone 4mg	tablet	96,800		13.20	1,277,760.00
54	Sertraline (as hydrochloride) 50 mg	tablet	50,000		15.00	750,000.00
55	Topiramate 50mg	tablet	600		9.28	5,568.00
56	Valproic acid 250mg/5ml syrup, 120ml	bottle	400		888.00	355,200.00
57	Zolpidem 10 mg	tablet	600		38.500	23,100.00
	*** Nothing Follows ***					
					Grand Total	72,184,373.00

MARIVELES MENTAL WELLNESS AND GENERAL HOSPITAL

Mariveles, Bataan

Name of Bidder/Distributor:

Address:

DRUGS AND MEDICINES for bid for the Twelve (12) Months Procurement 2024

NO.	ITEMS	Dosage Form	QTY.	BRAND	UNIT COST	AMOUNT
1	Alprazolam 250mcg	tablet	400			
2	Alprazolam 500mcg	tablet	800			
3	Aripiprazole 10 mg orally disintegrating tablet (ODT)	tablet	5,000			
4	Aripiprazole 10mg	tablet	30,000			
5	Biperiden (as hydrochloride) 2 mg	tablet	260,000			
6	Bromazepam 1.5mg	tablet	500			
7	Carbamazepine 200mg	tablet	30,000			
8	Chlorpromazine (as hydrochloride) 100 mg	tablet	40,000			
9	Chlorpromazine (as hydrochloride) 200 mg	tablet	40,000			
10	Clonazepam 2mg	tablet	15,000			
11	Clozapine 100mg	tablet	300,000			
12	Clozapine 25mg	tablet	8,000			
13	Diazepam 5mg	tablet	400			
14	Diazepam 5mg/ml (IM,IV), 2ml	ampule	200			
15	Divalproex Sodium (Sodium Valproate+Valproic Acid) 250mg	tablet	400,000			
16	Divalproex Sodium 500mg (extended release) or Sodium Valproate+Valproic Acid 500mg (controlled release)	tablet	700,000			
17	Donepezil 10mg	tablet	4,000			
18	Donepezil 5mg	tablet	3,000			
19	Escitalopram (as oxalate) 10 mg	tablet	140,000			
20	Fluoxetine 20 mg	tablet /capsule	14,000			
21	Flupentixol (as decanoate) 20mg/ml	ampule	1,800			
22	Fluphenazine (as Decanoate) 25mg/ml (IM), 1ml	ampule	8,000			
23	Gabapentin 100mg	tablet	2,000			
24	Gabapentin 300mg	tablet	2,000			
25	Haloperidol 5mg	tablet	20,000			
26	Haloperidol 5mg/ml, 1ml	ampule	500			
27	Lamotrigine 100mg	tablet	7,000			
28	Lamotrigine 50mg	tablet	3,000			
29	Levetiracetam 100mg/ml, 5ml solution for injection	vial	10			
30	Levetiracetam 500mg	tablet	6,000			
31	Levodopa 100mg + Carbidopa 25mg	tablet	13,500			
32	Levodopa 250mg + Carbidopa 25mg	tablet	10,000			
33	Lithium Carbonate 450 mg MR	tablet	88,000			
34	Memantine 10mg film coated	tablet	7,000			
35	Methylphenidate 10mg	tablet	2,000			
36	Midazolam 5mg/ml (IM,IV), 1ml	ampule	300			
37	Olanzapine 10 mg (orodispersible)*	tablet	1,200			
38	Olanzapine 10mg	tablet	240,000			
39	Olanzapine 5mg (plain or orodispersible)	tablet	5,400			
40	Oxcarbazepine 300mg	tablet	3,200			
41	Oxcarbazepine 600mg	tablet	1,000			

MARIVELES MENTAL WELLNESS AND GENERAL HOSPITAL

Mariveles, Bataan

Name of Bidder/Distributor:

Address:

DRUGS AND MEDICINES for bid for the Twelve (12) Months Procurement 2024

42	Phenobarbital 30mg	p.syringe	300			
43	Phenobarbital 60mg	p.syringe	4,200			
44	Phenobarbital 90mg	tablet	5,000			
45	Phenytoin (as sodium salt) 100mg	tablet	800			
46	Phenytoin (as sodium salt) 50mg/ml (IV), 2ml	ampule	160			
47	Quetiapine (as fumarate) 100mg	tablet	10,000			
48	Quetiapine (as fumarate) 200mg	tablet	10,000			
49	Quetiapine (as fumarate) 25 mg	tablet	15,000			
50	Quetiapine (as fumarate) 300mg	tablet	30,000			
51	Risperidone 1mg	tablet	10,000			
52	Risperidone 2mg	tablet	430,000			
53	Risperidone 4mg	tablet	96,800			
54	Sertraline (as hydrochloride) 50 mg	tablet	50,000			
55	Topiramate 50mg	tablet	600			
56	Valproic acid 250mg/5ml syrup, 120ml	bottle	400			
57	Zolpidem 10 mg	tablet	600			
	*** Nothing Follows ***					
					Grand Total	

MARIVELES MENTAL WELLNESS AND GENERAL HOSPITAL

Mariveles, Bataan

Delivery Schedule of Medicines

NO.	ITEMS	QTY.	Dosage Form	February	June
1	Alprazolam 250mcg	400	tablet	200	200
2	Alprazolam 500mcg	800	tablet	400	400
3	Aripiprazole 10 mg orally disintegrating tablet (ODT)	5,000	tablet	2,500	2,500
4	Aripiprazole 10mg	30,000	tablet	15,000	15,000
5	Biperiden (as hydrochloride) 2 mg	260,000	tablet	130,000	130,000
6	Bromazepam 1.5mg	500	tablet	250	250
7	Carbamazepine 200mg	30,000	tablet	15,000	15,000
8	Chlorpromazine (as hydrochloride) 100 mg	40,000	tablet	20,000	20,000
9	Chlorpromazine (as hydrochloride) 200 mg	40,000	tablet	20,000	20,000
10	Clonazepam 2mg	15,000	tablet	7,500	7,500
11	Clozapine 25mg	8,000	tablet	4,000	4,000
12	Clozapine 100mg	300,000	tablet	150,000	150,000
13	Diazepam 5mg	400	tablet	200	200
14	Diazepam 5mg/ml (IM,IV), 2ml	200	ampule	100	100
15	Divalproex Sodium (Sodium Valproate+Valproic Acid) 250mg	400,000	tablet	200,000	200,000
16	Divalproex Sodium 500mg (extended release) or Sodium Valproate+Valproic Acid 500mg (controlled release)	700,000	tablet	350,000	350,000
17	Donepezil 5mg	3,000	tablet	1,500	1,500
18	Donepezil 10mg	4,000	tablet	2,000	2,000
19	Escitalopram (as oxalate) 10 mg	140,000	tablet	70,000	70,000
20	Fluoxetine 20 mg	14,000	tablet /capsule	7,000	7,000
21	Flupentixol (as decanoate) 20mg/ml	1,800	ampule	900	900
22	Fluphenazine (as Decanoate) 25mg/ml (IM), 1ml	8,000	ampule	4,000	4,000
23	Gabapentin 100mg	2,000	tablet	1,000	1,000
24	Gabapentin 300mg	2,000	tablet	1,000	1,000
25	Haloperidol 5mg/ml, 1ml	500	ampule	250	250
26	Haloperidol 5mg	20,000	tablet	10,000	10,000
27	Lamotrigine 50mg	3,000	tablet	1,500	1,500
28	Lamotrigine 100mg	7,000	tablet	3,500	3,500
29	Levetiracetam 500mg	6,000	tablet	3,000	3,000
30	Levetiracetam 100mg/ml, 5ml solution for injection	10	vial	5	5

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

For Goods Offered From Abroad

Name of Bidder _____, Invitation to Bid¹ Number ____. Page ____ of _____.

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

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

¹ If ADB, JICA and WB funded projects, use IFB.

For Goods Offered From Within the Philippines

Name of Bidder _____ . Invitation to Bid² Number _ . Page . of ____.

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and 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)

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

² If ADB, JICA and WB funded projects, use IFB.

Statement of all Ongoing Government & Private contracts including contracts awarded but not yet started

Business Name : _____

Business Address : _____

Name of Contract/ Project Cost	Date of Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Date of Delivery	Amount		End user's acceptance or official receipt(s) or sales invoice issued for the contract
						Contract	Value of Outstanding Contract	
<u>Government</u>								
<u>Private</u>								
						Total Cost		

Note: This statement shall be supported with:

- 1 Notice of Award , Contract, NTP, and other docs, if necessary

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

Statement of Bidder's Single Largest Completed Contract (SLCC)

Business Name : _____

Business Address : _____

Name of Contract/ Project Cost	Date of Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Date of Delivery	Amount of completed contracts, adjusted by the Bidder	End user's acceptance or official receipt(s) and sales invoice issued for the contract
<u>Government</u>							
<u>Private</u>							
						Total Cost	

Note: This statement shall be supported with:
 1 Notice of Award, Contract, NTP, and other docs, if necessary

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____