



Republic of the Philippines
DEPARTMENT OF HEALTH
Regional Office XI
Southern Philippines Medical Center
J.P. Laurel Avenue, Davao City
Tel. Nos. 227-27-31; Fax No. 221-7029



BID BULLETIN NO. 1

November 27, 2020

Supply and Delivery of Drugs and Medicines

Bid No.: 2020-11-04-077(ABC No.: 2020-022(SPMC) and ABC No.: 2020-036(NSC-M))

This Bid Bulletin No. 1 is being issued as modification to the technical and financial requirements of the above-mentioned project. The following modifications shall prevail and form an integral part of the Bid Document.

The Committee will issue a new and modified set of the Bidding Documents that shall be used and submitted on December 9, 2020 at or before 12:00 nn. **The amended Invitation to Bid, Bid Data Sheet, Special Conditions of the Contract, Technical Specifications, and Checklist of Requirements shall prevail and form an integral part of the Bid Documents.** Failure to use the prescribed form shall be a ground for disqualification. The following are the amendments:

1. Invitation to Bid:

- To Remove the “to submit an **original and duplicate copy of their bidding documents.**” Sentence on the **10th Paragraph** of the Invitation to Bid and replace it with “to submit an original copy of their **Duly Notarized Bid Securing Declaration, Omnibus Sworn Statement, and if applicable, Certificate of Exclusive Distributorship or Authority to Distribute from the manufacturer or Principal Distributor.**”

2. Bid Data Sheet:

The List of Items are now included in the **ITB Clause 19.3**, The following are the modifications of the Items to be bid:

- Item # 1 – To increase the quantity to procure from “10,000 tablets” to “**12,778 tablets**”
- Item # 3 – To decrease the quantity to procure from “100 ampules” to “**20 ampules**”
- Item # 4 – To increase the quantity to procure from “100 vials” to “**147 vials**”
- Item # 5 – To decrease the quantity to procure from “50 bottles” to “**29 vials**”
- Item # 8 – To increase the quantity to procure from “4,000 vials” to “**4,449 vials**”
- Item # 11 – To correct the unit from “bottle” to “**bag**”
- Item # 19 – To decrease the quantity to procure from “2,000 ampules” to “**1,833 ampules**”
- Item # 24 – To change the particular from “Azithromycin 200mg/5ml powder for suspension, 60ml” to “Azithromycin **500mg/vial** powder for suspension, 60ml”
 - To correct the unit and the quantity to procure from “100 bottles” to “**114 vials**”

- Item # 33 – To decrease the quantity to procure from “275 amp” to “**268 amp**”
- Item # 41 – To increase the quantity to procure from “911 amp” to “**4,073 amp**”
- Item # 51 – To correct particular from “Colistimathate Na 2,000,000 IU” to “Colistimethate Na 2,000,000 IU”
 - To decrease the quantity to procure from “3,000 vials” to “**2,378 vials**”
- Item # 55 – To cancel the procurement of “100 vials of Dexmedetomidine Hydrochloride (Precedex) 100mg/FTV”
- Item # 64 – To increase the quantity to procure from “14,400 cap” to “**19,306 cap**”
- Item # 79 – To increase the quantity to procure from “1,000 tablets” to “**2,727 tablets**”
- Item # 83 – To decrease the quantity to procure from “20 ampules” to “**8 ampules**”
- Item # 85 – To increase the quantity to procure from “500 ampules” to “**516 ampules**”
- Item # 96 – To increase the quantity to procure from “300 vials” to “**313 vials**”
- Item # 99 – To increase the quantity to procure from “200 vials” to “**296 vials**”
- Item # 101 – To correct the unit and increase the quantity to procure from “110 vials” to “**1,000 tablets**”
- Item # 102 – To correct the unit and from “vials to “**tablets**”
- Item # 103 – To correct the unit and increase the quantity to procure from “50 supp” to “**1,000 tablets**”
- Item # 104 – To correct the unit and decrease the quantity to procure from “1000 amp” to “**2,000 vials**”
- Item # 105 – To correct the unit and decrease the quantity to procure from “3,000 vials” to “**13 tablets**”
- Item # 106 – To decrease the quantity to procure from “300 vials” to “**159 vials**”
- Item # 107 – To change the unit and decrease the quantity to procure from “267 amp” to “**200 capsule**”
- Item # 108 – To correct the unit and decrease the quantity to procure from “1000 tablet” to “**227 vials**”
- Item # 109 – To decrease the quantity to procure from “200 vials” to “**5 vials**”
- Item # 110 – To correct the unit and decrease the quantity to procure from “1000 tablets” to “**834 vials**”
- Item # 121 – To add particulars and becomes “Isosorbide -5- mononitrate 30 mg **MR**”
- Item # 123 – To add particulars and becomes “Isosorbide dinitrate 5mg (**sublingual**)”
- Item # 125 – To cancel the procurement of “500 vials of Labetalol 100mg/20ml”
- Item # 135 – To correct the unit from “inj” to “**ampule**”

- Item # 146 – To correct the unit from “amp” to “**bottle**”
- Item # 160 – To add particulars and becomes “Montelukast 4mg (**chewable**)”
- Item # 165 – To correct the unit from “vial” to “**bottle**”
- Item # 169 – To add particulars and becomes “Multivitamins + Iron Tablet (**100/bottle**)”
 - To decrease the quantity to procure from “5,000 bottles” to “50 bottles”
- Item # 181 – To correct the unit from “vial” to “**bottle**”
- Item # 185 – To increase the quantity to procure from “2,000 sachet” to “**2,476 sachet**”
- Item # 186 – To correct the unit from “vial” to “**bottle**”
- Item # 188 – To cancel the procurement of “100 bottles of Oxytetracycline eye oint. 0.5%, 3.5g”
- Item # 205 – To correct the unit from “vial” to “**bottle**”
- Item # 207 – To correct the particular from “Polymycin B Sulfate 500,000 units,5ml” to “**Polymyxin B Sulfate 500,000 units,5ml**”
- Item # 231 – To decrease the quantity to procure from “50,000 neb” to “**40,064 neb**”
- Item # 242 – To decrease the quantity to procure from “5,000 cap” to “**2,347 cap**”
- Item # 260 – To increase the quantity to procure from “30,000 tablets” to “**33,600 tablets**”

For Newborn Screening Center – Mindanao

- Item # 2 – To correct the Particular from “Hydrocortisone 20mg/tablet (cortin20), expiration date: 2-3 years” to “**Levothyroxine 25 mcg Thydin, expiration date: 2-3 years**”
- Item # 3 - To correct the Particular from “Hydrocortisone 20mg/tablet (cortin20), expiration date: 2-3 years” to “**Levothyroxine 50 mcg Thydin, expiration date: 2-3 years**”
- Item # 4 - To correct the Particular from “Hydrocortisone 20mg/tablet (cortin20), expiration date: 2-3 years” to “**Carnitine, 330mg tablet, expiration date: 2-3 years**”

The following requirements are now included in the **ITB Clause 20**, which shall be submitted within five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid:

- Valid and Current License to Operate from Food and Drug Administration (FDA) of as Medical Device Importer/Wholesaler issued by the Food and Drug Administration
- Valid Certificate of Product Registration (CPR’s) of every item included in the bid. The Bidder must submit a certification from the Food and Drug Administration that the items being offered does not require a CPR.
- Original Hard Copy of Notarized Bid Security or Bid Securing Declaration

- Original Hard Copy of the Omnibus Sworn Statement

3. Special Conditions of the Contract:

- To include the **Original Hard Copy of Notarized Certificate of Exclusive Distributorship or Authority to Distribute from the Manufacturer or Principal Distributor** which shall be submitted 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 as a requirement for the completion of this contract on the ***GCC Clause 1.***

4. Technical Specifications:

- To Remove the “**subject to the provisions of ITB Clause 3.1(a)(ii)Error! Reference source not found. and/or GCC Clause 2.1(a)(ii).**” On the last sentence of the paragraph.
- To change “The item must conform to the description as stated in the Financial Proposal Sheet” from the specifications and becomes “The item must conform to the description as stated in the ***Bid Data Sheet ITB Clause 19.3***”

5. Checklist of Requirements:

- To remove “Schedule of Requirements with signature of the authorized representative using the prescribed form” as part of the requirement in the Technical Component.
- To remove “Notarized certificate that the products to be offered have no records of violation” as part of the requirement in the Technical Component.
- To remove “Company profile showing the following: a) organizational structure; b) list of administrative personnel currently employed in the company; and c) vicinity map showing the location of the company” as part of the requirement in the Technical Component.
- To use the **Price Schedule** instead of the Financial Proposal Sheet for the Price Quotations of the Items.
- To remove “Valid License to Operate from Food and Drug Administration (FDA) of the Department of Health.” As part of the requirement during the opening of bids, instead it will be a requirement during the Post-Qualification.
- To remove “Valid Certificate of Product Registration (CPR’s)” As part of the requirement during the opening of bids, instead it will be a requirement during the Post-Qualification.
- To remove “Notarized Certificate of Exclusive Distributorship or Authority to Distribute from the Manufacturer or Principal Distributor” As part of the requirement during the opening of bids, instead it will be a requirement during the Post-Qualification under the Special Conditions of the Contract.

Furthermore, the bidder may still submit the “**Valid License to Operate** from Food and Drug Administration (FDA) of the Department of Health, **Valid Certificate of Product Registration (CPR’s) of every item included** in the Bid” as part of Financial Component during the opening of bids to lessen the requirements that shall be submitted during the Post-Qualification.

In addition, the committee also requests the Bidders to include the **Brand Name** of the offered item at the Country of Origin Column of the Price Schedule.

The committee also requests the Bidders on submitting the documents to make the **pdf file by Bidding requirements** instead of **one (1)** pdf file for the whole component.

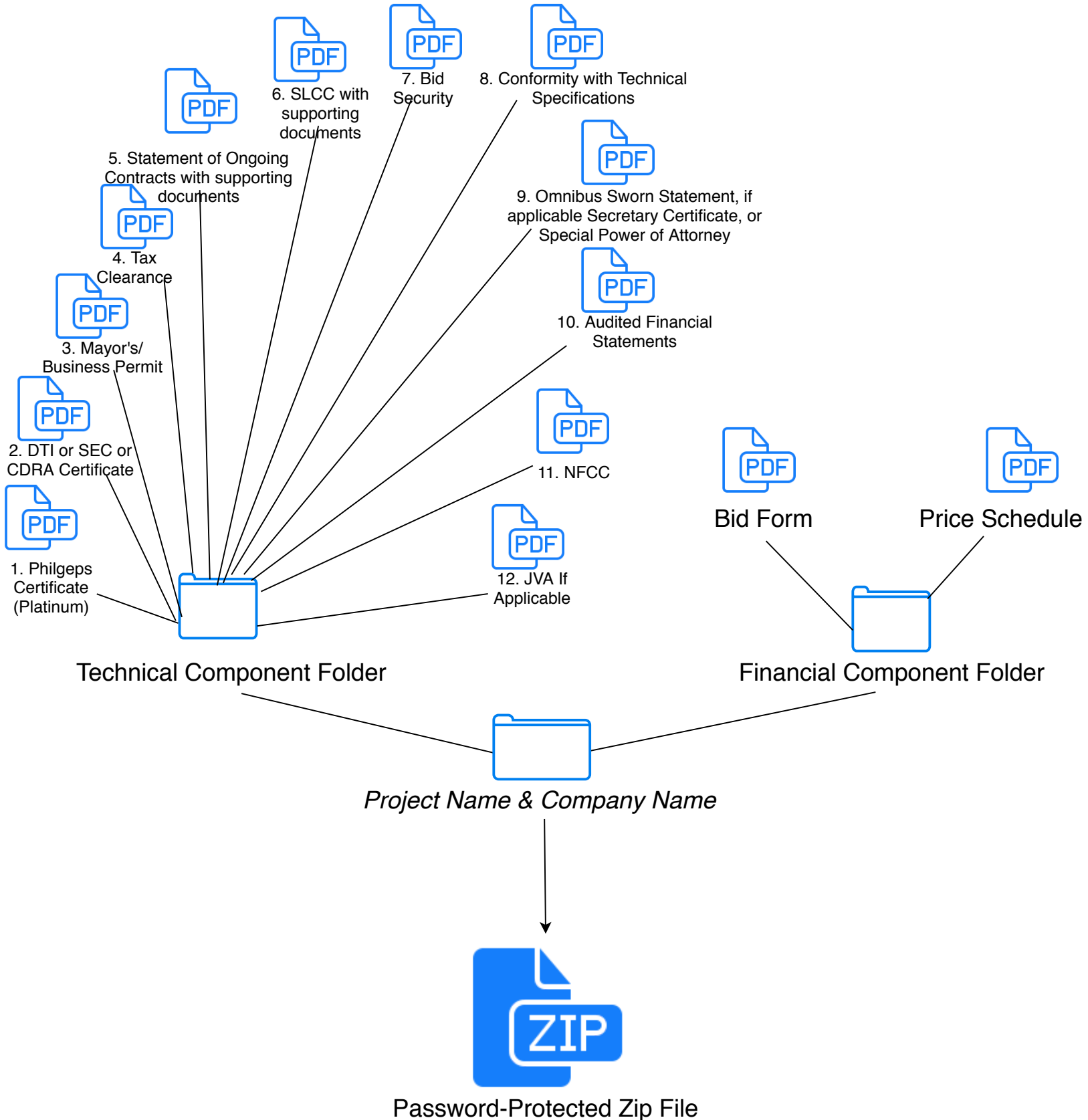
All other provision of the bidding documents which are not affected shall remain in effect.

For guidance and information of all concerned.



MARCEL C. MONTILLANO, M.D., FPAF
Chairperson, Bids and Awards Committee I

Revised Sample on the content of the zip file



PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

PROCUREMENT OF GOODS

SUPPLY AND DELIVERY of DRUGS AND MEDICINES

Bid No: 2020-11-04-077 (ABC No.: 2020-022 (Southern
Philippines Medical Center) and ABC No.: 2020-036
(Newborn Screening Center-Mindanao))

Government of the Republic of the Philippines
Department of Health
Southern Philippines Medical Center

Sixth Edition
July 2020

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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



Republic of the Philippines
DEPARTMENT OF HEALTH
 Regional Office XI
 Southern Philippines Medical Center
 J.P. Laurel Avenue, Davao City
 Tel. Nos. 227-27-31; Fax No. 221-7029



INVITATION TO BID

The Southern Philippines Medical Center through the *Hospital Income / Specific Budget of NGAs for Southern Philippines Medical Center and NSC-M Funds for Newborn Screening Center – Mindanao (NSC-Min) for the Calendar Year 2020* intends to apply the sum indicated below (under the ABC column) being the Approved Budget for the Contract (ABC) to payments under the contract for the projects enumerated herein. Bids received in excess of the ABC shall be automatically rejected at bid opening.

Name of Project	Delivery Schedule	Description	Approved Budget of the Contract (ABC)	Bidding Documents Fee	Pre-bid Conference (through Online Video Conference)	Deadline of Submission of Eligibility Documents (through Electronic Mail)	Opening of Bids (through Online Video Conference)
1. Supply and Delivery of Medical Supplies	Up to 30 Calendar Days from receipt of Purchase Order for local goods and up to 90 calendar days from receipt of Purchase Order for imported goods	Supply and Delivery	PhP 148,662,082.00 PhP 148,240,582.00 (SPMC) PhP 421,500.00 (NSC-M)	PhP 35,000.00	Nov. 24, 2020 9:00 AM	Dec. 7, 2020 12:00 NN	Dec. 9, 2020 9:00 AM
2. Supply and Delivery of Antiseptics	Up to 30 Calendar Days from receipt of Purchase Order for local goods and up to 90 calendar days from receipt of Purchase Order for imported goods	Supply and Delivery	PhP 4,424,000.00	PhP 5,000.00	Nov. 24, 2020 9:00 AM	Dec. 7, 2020 12:00 NN	Dec. 9, 2020 9:00 AM
3. Supply and Delivery of Laboratory Reagents and Supplies	Up to 30 Calendar Days from receipt of Purchase Order for local goods and up to 90 calendar days from receipt of Purchase	Supply and Delivery	PhP 20,338,076.00	PhP 15,000.00	Nov. 24, 2020 9:00 AM	Dec. 7, 2020 12:00 NN	Dec. 9, 2020 9:00 AM

	Order for imported goods						
4. Supply and Delivery of Laboratory Reagents and Supplies for Newborn Screening Center-Mindanao	Up to 30 Calendar Days from receipt of Purchase Order for local goods and up to 90 calendar days from receipt of Purchase Order for imported goods	Supply and Delivery	PhP 78,928,941.47	PhP 25,000.00	Nov. 24, 2020 9:00 AM	Dec. 7, 2020 12:00 NN	Dec. 9, 2020 9:00 AM
5. Supply and Delivery of Drugs and Medicines	Up to 30 Calendar Days from receipt of Purchase Order for local goods and up to 90 calendar days from receipt of Purchase Order for imported goods	Supply and Delivery	PhP 144,197,618.66 PhP 144,171,618.66 (SPMC) PhP 26,000.00 (NSC-M)	PhP 35,000.00	Nov. 25, 2020 9:00 AM	Dec. 9, 2020 12:00 NN	Dec. 10, 2020 9:00 AM
6. Supply and Delivery of Medical Fluids	Up to 30 Calendar Days from receipt of Purchase Order for local goods and up to 90 calendar days from receipt of Purchase Order for imported goods	Supply and Delivery	PhP 5,750,750.00	PhP 5,000.00	Nov. 25, 2020 9:00 AM	Dec. 9, 2020 12:00 NN	Dec. 10, 2020 9:00 AM
7. Supply and Delivery of Nutrition Formulas	Up to 30 Calendar Days from receipt of Purchase Order for local goods and up to 90 calendar days from receipt of Purchase Order for imported goods	Supply and Delivery	PhP 4,670,250.00	PhP 5,000.00	Nov. 25, 2020 9:00 AM	Dec. 9, 2020 12:00 NN	Dec. 10, 2020 9:00 AM
8. Supply and Delivery of Rice and LPG	Up to 30 Calendar Days from receipt of Purchase Order for local goods	Supply and Delivery	PhP 3,375,000.00	PhP 3,000.00	Nov. 26, 2020 9:00 AM	Dec. 10, 2020 12:00 NN	Dec. 11, 2020 9:00 AM

	and up to 90 calendar days from receipt of Purchase Order for imported goods						
9. Supply and Delivery of Bread for Nutrition and Dietetics Services	Daily delivery or as stated in the contract	Supply and Delivery	PhP 826,110.00	PhP 1,000.00	Nov. 26, 2020 9:00 AM	Dec. 10, 2020 12:00 NN	Dec. 11, 2020 9:00 AM
10. Supply and Delivery of Perishable and Non-Perishable Goods for Nutrition and Dietetics Services of Main Hospital and IPBM	Up to 15 Calendar Days from receipt of Market Order for the Groceries and daily delivery for the Fish, Meat and Poultry, Halal, Processed Foods, Vegetables, and Fruits	Supply and Delivery	PhP 29,790,055.00	PhP 3,000.00	Nov. 26, 2020 9:00 AM	Dec. 10, 2020 12:00 NN	Dec. 11, 2020 9:00 AM
11. Supply of Fuel for SPMC's Vehicles and Generator Sets	Three (3) Calendar Days from receipt of Notice to Proceed	Supply	PhP 773,550.00	PhP 1,000.00	Nov. 26, 2020 9:00 AM	Dec. 10, 2020 12:00 NN	Dec. 11, 2020 9:00 AM
12. Supply and Delivery of Office Supplies	Up to 30 Calendar Days from receipt of Purchase Order for local goods and up to 90 calendar days from receipt of Purchase Order for imported goods	Supply and Delivery	PhP 1,481,299.00 PhP 1,217,899.00 (SPMC) PhP 263,400.00 (NSC-M)	PhP 1,000.00	Nov. 26, 2020 9:00 AM	Dec. 10, 2020 12:00 NN	Dec. 11, 2020 9:00 AM
13. Supply and Delivery of IT Supplies	Up to 30 Calendar Days from receipt of Purchase Order for local goods and up to 90 calendar days from receipt of Purchase Order for	Supply and Delivery	PhP 7,062,350.00 PhP 6,724,850.00 (SPMC) PhP 337,500.00 (NSC-M)	PhP 5,000.00	Nov. 26, 2020 9:00 AM	Dec. 10, 2020 12:00 NN	Dec. 11, 2020 9:00 AM

	imported goods						
14. Supply and Delivery of Housekeeping Supplies	Up to 30 Calendar Days from receipt of Purchase Order for local goods and up to 90 calendar days from receipt of Purchase Order for imported goods	Supply and Delivery	PhP 1,765,984.00 PhP 1,688,034.00 (SPMC) PhP 97,950.00 (NSC-M)	PhP 1,000.00	Nov. 26, 2020 9:00 AM	Dec. 10, 2020 12:00 NN	Dec. 11, 2020 9:00 AM
15. Supply and Delivery of Linen	Up to 30 Calendar Days from receipt of Purchase Order for local goods and up to 90 calendar days from receipt of Purchase Order for imported goods	Supply and Delivery	PhP 681,700.50	PhP 1,000.00	Nov. 26, 2020 9:00 AM	Dec. 10, 2020 12:00 NN	Dec. 11, 2020 9:00 AM
16. Supply and Delivery of Medical Gases	Up to 30 Calendar Days from receipt of Purchase Order for local goods and up to 90 calendar days from receipt of Purchase Order for imported goods	Supply and Delivery	PhP 2,980,500.00	PhP 3,000.00	Nov. 26, 2020 9:00 AM	Dec. 10, 2020 12:00 NN	Dec. 11, 2020 9:00 AM
17. Supply and Delivery of Hardware and Electrical Supplies	Up to 30 Calendar Days from receipt of Purchase Order for local goods and up to 90 calendar days from receipt of Purchase Order for imported goods	Supply and Delivery	PhP 595,400.00	PhP 1,000.00	Nov. 26, 2020 9:00 AM	Dec. 10, 2020 12:00 NN	Dec. 11, 2020 9:00 AM

The Southern Philippines Medical Center now invites bids for the supply and delivery of the abovementioned goods. For the Supply and Delivery of Medical Supplies, Antiseptics, Laboratory Reagents and Supplies, Laboratory Reagents and Supplies for Newborn Screening Center – Mindanao, Drugs, and Medicines, Medical Fluids, Nutrition Formulas, Rice and LPG, Office Supplies, IT Supplies, Housekeeping Supplies, Linen, Medical Gases and Hardware and Electrical Supplies -- its

delivery is required up to 30 calendar days from receipt of Purchase Order for local goods and up to 90 calendar days from receipt of Purchase Order for imported goods. However, the delivery of Groceries under the Perishable and Non-Perishable Goods of Nutrition and Dietetics Services is required up to 15 calendar days from receipt of Purchase Order and daily delivery for Fish, Meat and Poultry, Halal, Processed Foods, Vegetables and Fruits. Also, for the supply of Bread, daily delivery is required or as stated in the contract and the supply of Fuel is required three calendar days from receipt of Notice to Proceed. Bidders should have completed, within three (3) years from the date of the 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. Instruction to Bidders.

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) 9184, otherwise known as the “Government Procurement Reform Act”. Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA 9184.

Prospective bidders may obtain further information from Southern Philippines Medical Center – Procurement Section and inspect the Bidding Documents at the address given below during **8:00 AM – 5:00 PM – Monday to Friday**.

A complete set of Bidding Documents may be acquired by interested bidders on **November 16, 2020**, until the scheduled submission of bids from the given address and website(s) below and upon payment of applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB in the amount stated above. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.

The Southern Philippines Medical Center will hold a Pre-bid Conference on the abovementioned date and time through video conferencing or webcasting via **Cisco Webex**, which shall be open to prospective bidders. Interested bidders may contact the SPMC BAC Secretariat at this email address, bac.spmc@gmail.com for details.

Bids must be duly received by the BAC Secretariat through online or electronic submission as indicated below on or before the abovementioned time and date of submission of bids. Late bids shall not be accepted.

All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.

Bid opening shall be on the abovementioned time and date via **Cisco Webex**. Bids will be opened in the presence of the bidders’ representatives who choose to attend the activity.

The Bidder must submit their documents online in .zip format and must be password-protected. The password to access the file shall only be disclosed by the bidder during the bid opening. Further, the Bids and Awards Committee shall require the bidder/s with Lowest Calculated Bid (LCB) to submit an original copy of their Duly Notarized Bid Securing Declaration, Omnibus Sworn Statement, and if applicable, Certificate of Exclusive Distributorship or Authority to Distribute from the manufacturer or Principal Distributor during the post-qualification within a non-extendible period of five (5) calendar days from receipt of the notification.

The **Southern Philippines Medical Center** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

For further information, please refer:

ROMEO PANDAPATAN

Head of the BAC Secretariat

Southern Philippines Medical Center

2nd floor beside Central ICU and Medical Wards Building,

SPMC Compound, Bajada, Davao City.

Electronic Mail Address: bac.spmc@gmail.com

Telephone Nos.: (082) 227-2731 loc. 4145 or 5071

Facsimile No. (082) 282-0316

Website Address: <https://spmcdoh.gov.ph>


You may visit the following websites:

For downloading of Bidding Documents and Financial Proposal:

<https://spmcdoh.gov.ph/opportunities/procurement/bidding-document>

<https://spmcdoh.gov.ph/opportunities/procurement/financial-proposal>

For online bid submission: bac.spmc@gmail.com



DR. MAROCEL C. MONTILLANO
Chairperson, Bids and Award Committee I

Date of Publication: November 16, 2020 – SPMC Website, PhilGEPS, Bulletin Boards in conspicuous places within SPMC premises

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Southern Philippines Medical Center* wishes to receive Bids for the **Supply and Delivery of Drugs and Medicines**, with identification number 2020-011-04-77.

The Procurement Project (referred to herein as “Project”) is composed of two hundred sixty-six (266) 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 Hospital Income / Specific Budget of NGAs for 2020 in the amount of One Hundred Forty-Four Million One Hundred Seventy-One Thousand Six Hundred Eighteen Pesos and Sixty-Six Centavos (*PhP 144,171,618.66*) for Southern Philippines Medical Center and NSC-M Funds for 2020 in the amount of Twenty-Six Thousand Pesos (*PhP 26,000.00*) for Newborn Screening Center-Mindanao.

2.2. The source of funding is:

- a. NGA, the National Expenditure Program.
- b. Internally Generated Income - DOH-DOF-DBM Joint Circular 2003-001

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:

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

The Procuring Entity has prescribed that Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing 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 *three (3) 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 Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *One Hundred Twenty (120) calendars days from the Opening of Bids as per Section 28 of IRR*. 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

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

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 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

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>Supply and Delivery of Drugs and Medicines</i> b. Completed within <i>three (3) years</i> prior to the deadline for the submission and receipt of bids. 																																																																									
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12	The price of the Goods shall be quoted DDP <i>Southern Philippines Medical Center, J.P. Laurel Ave., Bajada Davao City</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 <i>two percent (2%) of the total ABC to bid</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 <i>five percent (5%) of the total ABC to bid</i>, if bid security is in Surety Bond. 																																																																									
19.3	<table border="1"> <thead> <tr> <th>Item No.</th><th>Qty</th><th>Unit</th><th>Particulars</th><th>ABC</th></tr> </thead> <tbody> <tr> <td>1</td><td>12,778</td><td>tab</td><td>6-Mercaptopurine 50mg</td><td>230,000.00</td></tr> <tr> <td>2</td><td>8,000</td><td>amp</td><td>Acetylcysteine 100MG/ML, 10ML ampule</td><td>672,000.00</td></tr> <tr> <td>3</td><td>20</td><td>amp</td><td>Acetylcysteine 200mg/ml, 3ml ampule solution for inhalation</td><td>30,000.00</td></tr> <tr> <td>4</td><td>147</td><td>vial</td><td>Acyclovir 250mg</td><td>110,000.00</td></tr> <tr> <td>5</td><td>29</td><td>bottle</td><td>Aluminum Hydroxide + Magnesium Hydroxide 255mg + 200mg/5ml 60ml</td><td>1,125.00</td></tr> <tr> <td>6</td><td>1,187</td><td>vial</td><td>Amikacin 250mg/ml, 2ml</td><td>41,936.71</td></tr> <tr> <td>7</td><td>10,000</td><td>vial</td><td>Amikacin 50mg/ml, 2ml</td><td>203,300.00</td></tr> <tr> <td>8</td><td>4,449</td><td>vial</td><td>Amikacin 100mg/ml, 2ml</td><td>101,840.00</td></tr> <tr> <td>9</td><td>8,000</td><td>vial</td><td>Amikacin 125mg/ml, 2ml</td><td>309,280.00</td></tr> <tr> <td>10</td><td>3,000</td><td>bag</td><td>Amino Acid + Carbohydrates + Electrolytes + Vitamin B1, 1000ml</td><td>2,532,000.00</td></tr> <tr> <td>11</td><td>5,000</td><td>bag</td><td>Amino Acid + Carbohydrates + Electrolytes + Vitamin B1, 500ml</td><td>2,820,000.00</td></tr> <tr> <td>12</td><td>1,000</td><td>tab</td><td>Amino Acid + Multivitamins Tablet</td><td>10,850.00</td></tr> <tr> <td>13</td><td>15,000</td><td>capsule</td><td>Amino Acid 500mg cap</td><td>150,000.00</td></tr> </tbody> </table>				Item No.	Qty	Unit	Particulars	ABC	1	12,778	tab	6-Mercaptopurine 50mg	230,000.00	2	8,000	amp	Acetylcysteine 100MG/ML, 10ML ampule	672,000.00	3	20	amp	Acetylcysteine 200mg/ml, 3ml ampule solution for inhalation	30,000.00	4	147	vial	Acyclovir 250mg	110,000.00	5	29	bottle	Aluminum Hydroxide + Magnesium Hydroxide 255mg + 200mg/5ml 60ml	1,125.00	6	1,187	vial	Amikacin 250mg/ml, 2ml	41,936.71	7	10,000	vial	Amikacin 50mg/ml, 2ml	203,300.00	8	4,449	vial	Amikacin 100mg/ml, 2ml	101,840.00	9	8,000	vial	Amikacin 125mg/ml, 2ml	309,280.00	10	3,000	bag	Amino Acid + Carbohydrates + Electrolytes + Vitamin B1, 1000ml	2,532,000.00	11	5,000	bag	Amino Acid + Carbohydrates + Electrolytes + Vitamin B1, 500ml	2,820,000.00	12	1,000	tab	Amino Acid + Multivitamins Tablet	10,850.00	13	15,000	capsule	Amino Acid 500mg cap	150,000.00
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14	2,000	bottle	Amino Acid 7% 500 ml	820,000.00
15	2,000	bottle	Amino Acid 8% 500 ml	1,300,000.00
16	2,000	bottle	Amino Acid solution for infants 6% 100ml bottle	901,500.00
17	100	sachet	Aminoleban Oral Powder	38,875.00
18	36	amp	Aminophylline 25mg/ml, 10ml	683.28
19	1,833	amp	Amiodarone 50mg/ml, 3ml	463,720.00
20	1,000	vial	Amphotericin B (Lipid Complex) 50mg	10,436,000.00
21	3,000	vial	Amphotericin B (Non-Lipid Complex) 50mg	4,500,000.00
22	200	tab	Azathioprine 50mg	7,684.00
23	100	bottle	Azithromycin 200mg/5ml powder for suspension, 15ml	24,000.00
24	114	vial	Azithromycin 500mg/vial powder for suspension, 60ml	50,000.00
25	500	vial	Aztreonam 1g	550,000.00
26	500	tab	Baclofen 10 mg	7,625.00
27	10	Vial	Basiliximab 20mg/ml	434,958.30
28	2,000	tab	Betahistine 24mg	60,000.00
29	200	tab	Bicalutamide 150mg film-coated tablet	12,000.00
30	200	tab	Bicalutamide 50mg	9,700.00
31	1,587	inhaler	Budesonide 160mcg + Formoterol 4.5mcg x 60doses	1,325,890.89
32	1,000	neb	Budesonide Nebule	38,750.00
33	268	amp	Butorphanol (as tartrate)2mg/ml, 1ml	116,875.00
34	5,000	Tab	Calcium Carbonate + cholecalciferol (Vit. D3), 500mg elemental Ca + 400iu	20,000.00
35	5,000	Tab	Calcium Carbonate + cholecalciferol (Vit. D3), 600mg elemental Ca + 400iu	20,000.00
36	24,000	Tab	Calcium Carbonate + cholecalciferol (Vit. D3), 1250mg elemental Ca + 250iu	213,600.00
37	2,159	vial	Calcium Folate 10mg/ml, 5ml	287,967.42
38	15,167	tab	Capecitabine 500 mg	731,049.40
39	1,000	vial	Carbetocin 100mcg/ml, 1ml	933,000.00
40	170	vial	Carboplatin 150 mg	132,260.00
41	4,073	amp	Carboprost 125 mcg/ 0.5ml, 0.5ml	708,758.00
42	8,000	tab	Carvidelol 6.25mg tablet	10,640.00
43	10,000	vial	Ceftazidime 1g	381,500.00
44	500	capsule	Cholecalciferol 800iu Capsule	3,250.00
45	300	Capsule	Ciclosporin 100mg	57,819.00
46	300	Capsule	Ciclosporin 25mg	21,600.00
47	50	sachet	Cilostazol 50mg powder	1,850.00

48	5,000	tab	Clonazepam 2mg	39,000.00
49	10,000	tab	Clozapine 100mg	78,500.00
50	500	bottle	Co-Amoxiclav 312.5ml Suspension	122,750.00
51	2,378	vial	Colistimethate Na 2,000,000 IU	4,995,000.00
52	500	tab	Deferasirox 250mg dispersible tablet	337,260.00
53	500	tab	Deferiprone 500mg	42,500.00
54	20	amp	Desferoxamine as mesilate 500mg (IV,IM)	3,666.40
55			<i>Item removed – refer to Bid Bulletin No. 1</i>	
56	200	tab	Diazepam 5mg	1,858.00
57	1,000	tab	Diclofenac K 50mg	750.00
58	600	vial	Dimeglumine gadopentetate 469mg/ml, 20 ml	1,882,200.00
59	1,000	cap	Diphenhydramine 25mg capsule	1,100.00
60	1,000	amp	Dobutamine 2mg/ml,250 ml D5W pre-mixed	848,410.00
61	2,000	tab	Domperidone 10mg	3,000.00
62	500	tab	Donepezil 10mg Orodispersible tablet (ODT)	25,750.00
63	500	tab	Donepezil 5mg Orodispersible tablet (ODT)	9,000.00
64	19,306	cap	Dydrogesterone 10mg	835,200.00
65	1,000	tab	Enalapril (as Maleate) 5mg	4,060.00
66	2,000	pfs	Enoxaparin 100mg/ml, 0.2 ml	834,400.00
67	5,000	pfs	Enoxaparin 100mg/ml, 0.4 ml	1,090,000.00
68	2,750	pfs	Enoxaparin 100mg/ml, 0.6 ml	880,000.00
69	3,000	tab	Eperisone hydrchloride 50 mg	36,000.00
70	2,000	amp	Ephedrine Sulfate 50mg/ml, 1 ml	153,500.00
71	2,000	pfs	Epoetin Alfa (recombinant human erythropoietin) 10,000 IU/ ml	2,620,000.00
72	2,000	pfs	Epoetin Alfa (recombinant human erythropoietin) 2000 IU/ 0.5ml, pre-filled syringe	690,000.00
73	614	pfs	Epoetin Beta (recombinant human erythropoeitin) 2000 IU/ 0.3 ml	250,309.38
74	2,000	vial	Ertapenem 1g	5,125,420.00
75	624	tube	Erythromycin 0.5% Eye Ointment, 3.5g	77,650.56
76	1,917	tube	Erythromycin 0.5% Eye Ointment, 5g	251,127.00
77	500	tab	Erythromycin 500mg	3,250.00
78	100	vial	Factor VIII Concentrate	580,000.00
79	2,727	tab	Felodipine 10mg, MR	30,000.00
80	667	amp	Fentanyl 50mcg/ml, 2 ml	37,725.52

81	100	bottle	Ferrous Sulfate 30mg/5ml, 60ml Syrup	1,316.00
82	7,683	vial	Fluconazole 2mg/ml, 100ml	2,587,403.91
83	8	amp	Fluorescein Sodium 100mg/5ml	4,000.00
84	1,000	amp	Flupentixol dec 20mg/ml, 1ml	344,000.00
85	516	amp	Fluphenazine decanoate 25mg/ml, 10ml	42,475.00
86	200	bottle	Folic Acid 5mg/5ml syrup, 120ml	9,700.00
87	200	bottle	Folic Acid 5mg/5ml syrup, 60ml	25,650.00
88	100	vial	Gadobutrol 1.0mmol/ml sol'n, 15 ml	255,000.00
89	100	vial	Gadobutrol 1.0mmol/ml sol'n, 5ml	200,000.00
90	100	vial	Ganciclovir 500mg IV	182,647.00
91	110	vial	Gemcitabine 1g	266,035.00
92	300	vial	Gemcitabine 200mg	195,750.00
93	50	supp	Glycerol (Glycerin), 2g rectal suppository	605.00
94	1,000	amp	Glyceryl trinitrate 1mg/ml, 10ml.	500,880.00
95	3,000	vial	Heparin Na 5000iu/ml, 5ml	446,640.00
96	313	vial	Hepatis B Immunoglobulin 0.5ml	450,000.00
97	267	amp	Hydralazine 20mg/ml, 1ml	9,334.32
98	1,000	tab	Hydrochlorothiazide 25mg	3,000.00
99	296	vial	Hydrocortisone 150mg	20,000.00
100	1,000	tab	Hydroxychloroquine 200mg tablet	40,000.00
101	1,000	tab	Hydroxyzine 25mg	18,250.00
102	300	tab	Ibuprofen 200mg	282.00
103	300	tab	Ibuprofen 400mg	333.00
104	2,000	vial	Ifosfamide 1g	2,700,000.00
105	13	tab	Imatinib (as mesilate) 100mg tablet	18,000.00
106	159	vial	Immunoglobulin, Normal, Human (IGIV) 50 mg/ml vial, 50ml	739,350.00
107	200	cap	Indacaterol maleate+Glycopyrronium bromide 110mcg+50mcg inhalation powder in hard capsule	12,496.00
108	227	vial	Insulin Regular 100IU /ml, 10 ml	24,942.76
109	5	vial	Iodixanol 320mg/ml, 100ml	222,386.40
110	834	vial	Iohexol 350mg/ml, 100ml	1,735,453.92
111	834	vial	Iohexol 350mg/ml, 50ml	1,191,685.92
112	1,987	vial	Iohexol 300mg/ml, 100ml	4,768,800.00
113	840	vial	Iohexol 300mg/ml, 50ml	914,323.20
114	564	vial	Iopamidol 300mg/ml, 100ml	736,471.20
115	834	vial	Iopamidol 300mg/ml, 50ml	641,179.20
116	1,000	vial	Iopromide 300mg/ml, 100ml	2,781,820.00
117	1,000	vial	Iopromide 300mg/ml, 50ml	808,500.00

118	500	vial	Iopromide 370mg/ml, 100ml	1,050,000.00
119	2,000	vial	Iopromide 370mg/ml, 50ml	2,950,000.00
120	78	bottle	Isoflurane 100ml. Bottle (+ loan of seven units of vaporizers)	108,290.52
121	834	tab	Isosorbide -5- mononitrate 30 mg MR	6,922.20
122	1,000	amp	Isosorbide dinitrate 1mg/ml, 10ml	131,780.00
123	1,000	tab	Isosorbide dinitrate 5mg (sublingual)	8,250.00
124	1,000	bottle	Isotonic electrolyte solution for IV Infusion, 1 liter	120,000.00
125			<i>Item removed – Refer to Bid Bulletin No. 1</i>	
126	1,000	tab	Lagundi 300 mg	1,700.00
127	200	bottle	Lagundi 300mg/ 5ml, 60ml	14,244.00
128	1,500	tab	Letrozole 2.5mg	74,700.00
129	100	vial	Leuprolin Acetate 3.75mg vial	570,000.00
130	100	vial	Levetiracetam 100mg/ml IV Infusion, 5ml, vial	181,800.00
131	10	bottle	Levetiracetam 100mg/ml, oral solution, 300ml bottle	15,383.80
132	3,000	tab	Levetiracetam 1g	342,000.00
133	5,000	tab	Levetiracetam 250mg	160,250.00
134	5,000	tab	Levetiracetam 500mg	51,250.00
135	100	amp	Levobupivacaine 5mg/ml, 10ml	180,000.00
136	6,000	vial	Levofloxacin 5mg/ml, 100 ml	629,280.00
137	2,000	tab	Levothyroxine 100 mcg.	12,760.00
138	1,500	tab	Levothyroxine 150 mcg.	15,465.00
139	2,000	tab	Levothyroxine 50 mcg.	6,500.00
140	50	Tube	Lidocaine 2% jelly, 30g	25,000.00
141	8,000	carpule	Lidocaine 2% with adrenaline carpule	152,000.00
142	2,000	tab	Loperamide 2mg	1,120.00
143	35,000	tab	Losartan 100mg	89,950.00
144	35,000	tab	Losartan 50mg	28,000.00
145	300	tab	Losartan 50mg. + Hydrochlorthiazide 12.5 mg.	600.00
146	20	bot	Mebendazole 500mg /ml suspension, 10ml	340.00
147	17	amp	Mecobalamin 500 mcg	3,400.00
148	200	tab	Memantine 10mg, film-coated tablet	7,400.00
149	200	tab	Mesalazine 500mg, enteric coated tablet	15,500.00
150	100	tab	Methimazole 5mg	900.00
151	1,500	vial	Methotrexate 50mg	187,500.00
152	64	vial	Methylprednisolone 1gm/16ml + diluent	166,400.00

153	1,000	vial	Methylprednisolone 500mg vial	2,186,000.00
154	1,000	amp	Metoclopramide 10 mg	1,900.00
155	35,074	vial	Metronidazole 500mg IV	527,863.70
156	10	vial	Micafungin 50mg lyophilized powder	35,000.00
157	30	tube	Miconazole 2% Topical Cream ,5g	7,500.00
158	5,000	amp	Midazolam 5mg /ml, 3ml (IV,IM)	532,250.00
159	304	Bottle	Modified Fluid Gelatin 4%, 500 ml	156,560.00
160	167	tab	Montelukast 4mg chewable	1,002.00
161	1,000	tab	Montelukast 5mg chewable tablet	7,000.00
162	1,500	amp	Morphine 10mg/ml, 1ml	82,500.00
163	417	tab	Morphine 30 mg MR	12,226.44
164	167	tab	Moxifloxacin 400mg film coated	75,744.52
165	30	bot	Moxifloxacin Ophthalmic solution 5mg/ml, 5 ml	13,606.80
166	600	bottle	Multivitamin drops, 15 ml	10,800.00
167	434	bottle	Multivitamin syrup, 60 ml	9,074.94
168	5,000	cap	Multivitamins + Iron Capsule	6,550.00
169	50	bottle	Multivitamins + Iron Tablet (100/bottle)	11,250.00
170	567	tab	Mycophenolate mofetil 500mg.	32,602.50
171	3,000	tab	Mycophenolate Sodium 360mg (Myfortic)	197,280.00
172	1,000	amp	Nalbuphine 10mg/ml, 1ml	53,440.00
173	167	tab	Nifedipine 10mg	574.48
174	500	tab	Nifedipine 30mg MR	22,500.00
175	500	tab	Nimodipine 30mg tablet	15,410.00
176	200	tab	Nitrofurantoin 50mg	9,750.00
177	200	amp	Norepinephrine 2mg/ml, 4 ml	197,280.00
178	4,231	amp	Norepinephrine 1mg/ml , 4ml	774,992.27
179	200	amp	Norepinephrine 1mg/ml, 10 ml	174,500.00
180	2,000	vial	Octreotide 100mcg/ml, 1ml	1,300,000.00
181	100	bot	Ofloxacin 0.3%, 5ml eye drops	19,300.00
182	4,584	cap	Omeprazole 20mg.	4,079.76
183	1,850	amp	Ondansetron 2mg/ml, 2ml	403,078.00
184	10,000	amp	Ondansetron 2mg/ml, 4ml	871,600.00
185	2,476	sachet	Oral Rehydration salt (ORS 75-replacement)	6,780.00
186	200	bot	Oxcarbazepine 60mg/ml 100ml	151,400.00
187	1,000	tab	Oxycodone 10 mg	129,750.00
188			<i>Item removed – Refer to Bid Bulletin No. 1</i>	
189	1,500	vial	Paclitaxel 6mg/ml, 5ml	822,420.00
190	100	supp	Paracetamol 250 mg suppository	2,394.00

191	200	bottle	Paracetamol 100mg/ml, 15ml drops	3,900.00
192	500	bottle	Paracetamol 125 mg/5 ml, 60 ml syrup suspension	8,000.00
193	41,667	amp	Paracetamol 150mg/ml, 2 ml	165,834.66
194	135	vial	Paracetamol 500mg IV, 10mg/ml 50ml	29,319.30
195	8,334	vial	Penicillin G Sodium 5,000,000 units	137,594.34
196	15,000	vial	Penicillin G Benzathine 1,200,000 units	748,050.00
197	8,334	vial	Penicillin G Sodium 1,000,000 units	61,588.26
198	2,500	amp	Pethidine 50mg/ml, 2ml	371,225.00
199	300	tab	Phenobarbital 130mg/ml, 1ml ampule	148,800.00
200	200	tab	Phenobarbital 1grain	600.00
201	300	tab	Phenobarbital 30mg (1/2 grain)	1,140.00
202	300	tab	Phenobarbital 60mg (1/2 grain)	1,530.00
203	200	tab	Phenoxymethyl penicillin 250mg	2,200.00
204	200	tab	Phenoxymethyl penicillin 500mg	3,400.00
205	10	bot	Phenylephrine (as Hydrochloride) 2.5%,5ml	3,654.00
206	3,000	amp	Phenytoin 50mg/ml, 2ml ampule (10mg)	302,100.00
207	87	vial	Polymyxin B Sulfate 500,000 units,5ml	219,501.00
208	30,000	tab	Potassium Chloride 600mg	330,000.00
209	3,000	tab	Prednisone 20 mg	12,600.00
210	3,000	tab	Prednisone 10 mg	7,320.00
211	10	bottle	Prednisone 10mg/5ml Suspension	828.60
212	10	bottle	Prednisone 20mg/5ml Suspension	3,250.00
213	1,000	amp	Promethazine 25mg ampule	42,880.00
214	4,667	amp	Propofol 10mg/ml, 50ml	2,464,176.00
215	8,460	amp	Propofol 10mg/ml,20ml	507,600.00
216	7,000	tab	Propranolol 40 mg	70,000.00
217	3,000	tab	Propranolol 10 mg	19,140.00
218	300	tab	Propylthiouracil 50 mg	2,646.00
219	417	vial	Purified Equine Rabies immune Globulin, 200IU/ml , 5 ml	667,200.00
220	1,770	tab	Quetiapine 100mg	53,100.00
221	1,867	tab	Quetiapine 200mg	57,727.64
222	6,834	tab	Quetiapine 25mg	121,508.52
223	1,000	tab	Quetiapine 300mg	53,000.00
224	500	tab	Retinol Palmitate 25000iu	620.00
225	267	tab	Rifaximin 200mg	16,874.40
226	1,870	vial	Rocuronium 10mg/ml,5ml	299,200.00

227	1,500	vial	Ropivacaine 10mg/ml,10ml	575,490.00
228	1,607	tab	Sacubitril/ Valsartan 100 mg	90,393.75
229	2,000	tab	Sacubitril/ Valsartan 200 mg	112,500.00
230	2,000	tab	Sacubitril/ Valsartan 50 mg	112,500.00
231	40,064	neb	Salbutamol 2 mg/ml, 2.5 ml	308,500.00
232	2,000	tab	Sevelamer Carbonate 800 mg	77,580.00
233	771	bottle	Sevoflurane 250 ml	3,950,087.43
234	8,334	amp	Sodium bicarbonate 1meq/ml, 20 ml	874,653.30
235	8,000	vial	Sodium bicarbonate 1meq/ml, 50ml	860,000.00
236	8,334	tab	Sodium bicarbonate 650 mg	8,334.00
237	1,000	tab	Spironolactone 100mg tablet	56,000.00
238	2,000	tab	Standard Senna Concentrate 187mg	14,000.00
239	500	tab	Standard Senna Concentrate 374mg	6,000.00
240	1,000	vial	Sugammadex 100mg/ml sol'n for injection , 2ml	4,915,360.00
241	834	vial	Suxamethonium (Succinylcholine) (Chloride) 20mg/ml, 10ml	118,836.66
242	2,347	cap	Tacrolimus 1mg	465,800.00
243	10,000	tab	Telmisartan 40mg tablet	121,400.00
244	3,000	tab	Telmisartan 80mg tablet	74,670.00
245	100	vial	Tinzaparin 10,000iu, 2ml	79,696.00
246	500	tab	Tolvaptan 15mg	314,000.00
247	2,484	amp	Tranexamic Acid 500mg	35,645.40
248	10,000	cap	Tranexamic Acid 500mg	44,600.00
249	1,000	vial	Trastuzumab 600mg, 5ml	26,000,000.00
250	3,317	tab	Ursodeoxycholic acid 500mg	315,115.00
251	1,000	vial	Vaccine, Hepatitis B 10mcg / 0.5 ml pediatric	151,610.00
252	2,000	vial	Vaccine, Hepatitis B 20mcg, 1 ml	326,440.00
253	167	amp	Vaccine, Tetanus Toxoid 0.5ml	6,511.33
254	50	bottle	Valporic Acid 250mg/5ml syrup, 120ml	11,250.00
255	53,500	tab	Valproate Disodium+ValproicAcid 500mg	1,524,750.00
256	5,000	tab	Valsartan 160mg	66,950.00
257	167	amp	Verapamil 2.5mg/ml,2ml	20,040.00
258	317	vial	Vincristine 1mg	61,767.45
259	425	vial	Vincristine 2mg	170,000.00
260	33,600	tab	Vitamin B1 100mg+ B6 5mg + B12 50mcg	840,000.00
261	2,816	bottle	Zinc 55mg/ml,60ml	112,640.00
262	10,000	bottle	Zinc 27.5mg/ml, 15ml	347,500.00
For Newborn Screening Center-Mindanao				

	1	300	tablet	Hydrocortisone 20mg/tablet (cortin20), expiration date: 2-3 years	6,000.00
	2	400	tablet	Levothyroxine 25 mcg Thydin, expiration date: 2-3 years	2,000.00
	3	400	tablet	Levothyroxine 50 mcg Thydin, expiration date: 2-3 years	2,400.00
	4	600	tablet	Carnitine, 330mg tablet, expiration date: 2-3 years	15,600.00
				nothing follows	
20	<p>Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit the following post-qualification documentary requirements:</p> <ul style="list-style-type: none"> (a) Annual Income Tax Return for year 2019 filed thru Electronic Filing and Payment Systems (EFPS) and must be duly validated with the tax payments made thereon for the preceding Tax Year be it on a calendar or fiscal year income (per Revenue Regulations 3-2005); (b) Latest Business Tax Return filed thru Electronic Filing and Payment System (EFPS) duly validated with the tax payments made thereon also refers to the Value Added Tax (VAT) or Percentage Tax Returns for the covering the previous six (6) months (per Revenue Regulations 3-2005). (c) Valid and current Certificate of PhilGEPS Registration and Membership (Platinum Membership) including the Annex A if not submitted during the submission and opening of bids or if the submitted certificate and annex is not updated. (d) Valid and Current License to Operate from Food and Drug Administration (FDA) of as Medical Device Importer/Wholesaler issued by the Food and Drug Administration (<i>per RA 9711, FDA Act of 2009 & its IRR</i>). (e) Valid Certificate of Product Registration (CPR's) of every item included in the bid (<i>per RA 9711, FDA Act of 2009 & its IRR</i>). <i>The Bidder must submit a certification from the Food and Drug Administration that the items being offered does not require a CPR.</i> (f) Original Hard Copy of Notarized Bid Security or Bid Securing Declaration (<i>per GPPB Resolution No. 16-2020 Section 6.6</i>). (g) Original Hard Copy of the Omnibus Sworn Statement (<i>per GPPB Resolution No. 16-2020 Section 6.6</i>). <p><i>All the documents submitted during post-qualification must be certified by the authorized representative to be true copies.</i></p> <p>Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award: Provided, That in the event that a finding against the veracity of any of the</p>				

	<p>documents submitted is made, it shall cause the forfeiture of the Bid Security in accordance with Section 69 of the IRR of RA 9184.</p> <p>In case of tie between two or more bidders for the Lowest Calculated and Responsive Bid (LCRB), the BAC with the presence of the bidders concerned and the observers shall break the tie by means of a sheer luck or chance or draw lot.</p>
21.2	<i>No further instructions</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 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

- 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>The supplier is required to submit its Original Hard Copy of Notarized Certificate of Exclusive Distributorship or Authority to Distribute from the Manufacturer or Principal Distributor 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 as a requirement for the completion of this contract.</p> <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:</i> “The delivery terms applicable to the Contract are DDP delivered [indicate place of destination]. In accordance with INCOTERMS.”</p> <p><i>For Goods supplied from within the Philippines:</i> “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.”</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 is <i>Ms. CATALINA E. BERSABAL, Head, Material Management Section.</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: <i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> 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

	<p>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>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 –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and b. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [<i>indicate here the time period specified. If not used indicate a time period of three times the warranty period</i>].</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within [<i>insert appropriate time period</i>] months of placing the order.</p>

	<p>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	<i>[If partial payment is allowed, state]</i> “The terms of payment shall be as follows: _____.”
4	The inspections and tests that will be conducted are ocular inspection GOODS upon delivery.

Section VI. Schedule of Requirements



Republic of the
Philippines
Department of
Health Regional
Office No. XI
SOUTHERN PHILIPPINES MEDICAL CENTER
J.P. Laurel Avenue, Davao City



Schedule of Requirements

Supply and Delivery of Drugs and Medicines

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

Note: This form shall be accomplished by the bidder.

Item No.	Description	Requirements	Delivery Schedule
1	Supply and Delivery of Drugs and Medicines	<p>The supplier items shall follow the delivery schedule prescribed by the Procurement Office.</p> <p>The procuring entity has the right to change the delivery schedule in case of the following situation;</p> <ul style="list-style-type: none">a) there is an emergency need of Drugs and Medicinesb) there is increase in demand of Drugs and Medicines that will cause to have out of supply. <p>Prior notice shall be given to suppliers of any changes in the delivery schedule.</p>	<p>Up to 30 Calendar Days from receipt of Purchase Order for <u>local goods</u> and up to 90 calendar days from receipt of Purchase Order for <u>imported goods</u></p>

The item must be delivered in standard packing or as prescribed by the specifications.

Name and Signature of Authorized Representative

Section VII. Technical Specifications



Republic of the Philippines
Department of Health
Regional Office No. XI
SOUTHERN PHILIPPINES MEDICAL CENTER
J.P. Laurel Avenue, Davao City



Technical Specifications

Supply and Delivery of Drugs and Medicines

Project Name

Bidders must state either "Comply" or "Not Comply" in the Statement of Compliance column against each of the individual parameters of each Specification stating the corresponding performance parameter of the goods 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 Bidders 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.

<i>Item</i>	<i>Specification</i>	<i>Statement of Compliance</i>
Drugs and Medicines	The item must conform to the description as stated in the Bid Data Sheet ITB Clause 19.3.	
	The item must have no record of violation and shall be included in the list of acceptable drugs and medicines by the hospital's Pharmacy and Therapeutics Committee (PTC).	
	For newly introduced drugs and medicines in the hospital, the bidder must have submitted to the PTC all the requirements (i.e. samples for evaluation) and was declared acceptable.	
	The item must be registered at FDA of the DOH as supported by Certificate of Product Registration.	
	The expiration date of items to be offered should not be less than two (2) years from the date of manufacture and not less than one and a half (1 ½) years from the date of delivery. [Hospital Administrative Order No. 26 s. 2015, dated November 03, 2015]	

	Goods which are three (3) months near the expiry period shall be returned to the supplier. The supplier shall also replace the returned items/goods. [Hospital Administrative Order No. 26 s. 2015, dated November 03, 2015]	
Supplier	The Supplier must be the exclusive or authorized distributor by the principal or manufacturer.	
	The supplier must have the License to Operate from FDA of the DOH.	
	The Supplier must have an office and store or warehouse where the item/s indicated in the bid were being displayed or stored.	

Name and Signature of Authorized Representative

Section VIII. Checklist of Technical and Financial Documents



Republic of the Philippines
DEPARTMENT OF HEALTH
Regional Office No. XI
SOUTHERN PHILIPPINES MEDICAL CENTER
J.P. Laurel Avenue, Davao City



CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS
Public Bidding for the Supply and Delivery of Drugs and Medicines

The requirements stated herein are mandatory to be submitted in a password-protected file thru an electronic mail (e-mail) provided in the Invitation to Bid (IB) on **December 9, 2020 at or before 12:00nn**. The BAC shall be checking the submitted documents of each Bidder against this checklist on **December 10, 2020, 9:00am** to ascertain if they are all present, using a non-discretionary “pass/fail criterion pursuant to Section 30 of the revised IRR f RA No. 9184.

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents:

Legal Documents

(GPPB Circular 07-2017 was issued on July 31, 2017 for the “Deferment of Mandatory Submission of PhilGEPS Certificate of Registration and Membership”.)

- ☐ (a) Valid and current PhilGEPS Registration Certificate (Platinum Membership) (all pages);

or the following:

- ☐ (b) Department of Trade and Industry (DTI) business name registration for single proprietorship; or

The Securities and Exchange Commission (SEC) registration certificate shall include the complete set of the Article of Incorporation; or

Cooperative Development Authority Registration Certificate (for cooperatives) or its equivalent document.

- and**
- ☐ (c) Valid and current Mayor’s / 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 Executive Order 398, 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR);

If the validity of a legal document indicated in the Certificate of PhilGEPS Registration and Membership has expired, the bidder must submit the valid document as part of the eligibility requirement.

Technical Documents

- ☐ (e) Statement of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, *whether similar or not similar in nature and complexity to the contract to be bid, using the prescribed form*

The statement shall include, for each contract, the following:

- (i) name of the contract;
- (ii) date of the contract;
- (iii) contract duration;
- (iv) owner's name and address;
- (v) kinds of Goods;
- (vi) amount of contract and value of outstanding contracts; and
- (vii) date of delivery;
- (viii) the statement shall be supported by the *Purchase Order* or *Contract Agreement* or *Notice of Award (NOA)* stating the amount of the project;

- ☐ (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, *using the prescribed form*

The statement shall include, for each contract, the following:

- (i) name of the contract;
- (ii) date of the contract;
- (iii) contract duration;
- (iv) owner's name and address;
- (v) kinds of Goods;
- (vi) amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the SLCC requirement;
- (vii) date of delivery; and
- (viii) the statement shall be supported by the following:

- (a) End User's Acceptance or Completion Certificate issued by the bidder's client **OR Official/Collection Receipt(s) or its equivalent (i.e. Sales Invoice)** issued by the bidder to the client (ORs/CRs/Sis must sum up to the total amount of the contract price of completed project as also stated in its NOA)

AND

Any one of the following documents:

- (b) Purchase Order (P.O.) OR Contract Agreement OR Notice of Award (NOA)

Note: For this purpose, similar contracts shall refer to Supply and Delivery of Drugs and Medicines

- ☐ (g) **Original copy of Bid security**, the Procuring Entity shall prescribe the

acceptable forms of bid security. The prospective bidders shall be given the option to post an **Original copy of Notarized Bid-Securing Declaration (BSD) in prescribed form** OR any other form of Bid Security, the amount of which shall be not less than the percentage of the ABC to bid in accordance with the following schedule [Revised IRR of R.A. 9184 effective October 28, 2016]:

- a. a **Cash or Cashier's/Manager's Check** issued by a Universal or Commercial Bank, a photocopy of *the SPMC official receipt as proof of payment shall be submitted (not less than 2% of the ABC to be bid)*; **or**

a *Certificate from the SPMC Accountant* that the bidder had existing bid security in the form of cash (*not less than 2% of the ABC to be bid*); **or**

- b. a **Bank Draft/Guarantee or an Irrevocable Letter of Credit** issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank (*not less than 2% of the ABC to be bid*); **or**

- c. a **Surety Bond** callable upon demand issued by a surety or insurance company. Bidder shall submit also a certification issued by the *Insurance Commission* as authorized to issue such security (except GSIS surety bond) (*not less than 5% of the ABC to be bid*).

- ☐ (h) **Conformity with the Technical Specifications.** The Bidder shall properly fill up statement of compliance and signature of authorized representative **using the prescribed form**;

- ☐ (i) **Original duly signed Omnibus Sworn Statement (OSS);**
and if applicable, **Original Notarized Secretary's Certificate** in case of a corporation, partnership, or cooperative; or **Original Special Power of Attorney** of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- ☐ (j) **Supplier's Audited Financial Statements**, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

- ☐ (k) The prospective bidder's computation of **Net Financial Contracting Capacity (NFCC)** in accordance with Section 23.4.1.4 of the IRR of RA 9184 as follows:

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

be bid.

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

or

The bidder may submit a committed **Line of Credit from a Universal or Commercial Bank** in lieu of its NFCC computation in accordance with Section 23.4.1.5 of the IRR of RA 9184 that states "If the prospective bidder submits a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid. Provided, that if the same is issued by a foreign Universal or Commercial Bank, it shall be confirmed and authenticated by a local Universal or Commercial Bank.

Class "B" Documents

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

or

Duly Notarized Statements from all the potential joint venture partners Stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

Each partner of the joint venture shall *submit their respective PhilGEPS Certificates of Registration* in accordance with Section 8.5.2 of the IRR. The submission of technical and financial eligibility documents *by any of the joint venture partners constitutes compliance*: Provided, That the *partner responsible to submit the NFCC* shall likewise *submit the Statement of all of its ongoing contracts and Audited Financial Statements (Section 23.1 of the IRR of RA9184).*

II. FINANCIAL COMPONENT ENVELOPE

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

NOTE: Attach the Summary of Bids (use the prescribed form as provided), as part of the financial component.

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

- ☐ (o) *[For foreign bidders claiming by reason of their country's extension of*

reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

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

The bidder may submit the following additional documents as part of Technical Component

- (a) Annual Income Tax Return for year 2019 filed thru Electronic Filing and Payment Systems (EFPS) and must be duly validated with the tax payments made thereon for the preceding Tax Year be it on a calendar or fiscal year income (per Revenue Regulations 3-2005);
- (b) Latest Business Tax Return filed thru Electronic Filing and Payment System (EFPS) duly validated with the tax payments made thereon also refers to the Value Added Tax (VAT) or Percentage Tax Returns for the covering the previous six (6) months (per Revenue Regulations 3-2005).
- (c) Valid and current Certificate of PhilGEPS Registration and Membership (Platinum Membership) including the Annex A if not submitted during the submission and opening of bids or if the submitted certificate and annex is not updated.

The bidder may submit the following additional documents as part of Financial Component

- (a) **Valid and Current License to Operate** from Food and Drug Administration (FDA) of as Medical Device Importer/Wholesaler issued by the Food and Drug Administration (per RA 9711, FDA Act of 2009 & its IRR).
- (b) **Valid Certificate of Product Registration (CPR's)** of every item included in the bid (per RA 9711, FDA Act of 2009 & its IRR). The CPR may be submitted as attachment to the Price Schedule, arranged and numbered in order as listed in the said sheet. The Bidder must submit a certification from the food and Drug Administration (FDA) that the items being offered does not require a CPR.
- (c) **Notarized Certificate of Exclusive Distributorship or Authority to Distribute from the Manufacturer or Principal Distributor.** The certificates may be submitted as attachment to the Price Schedule, arranged and numbered in order as listed in the said sheet.

If any of the additional documents were not available at the time of opening of bids then the BAC shall require the bidder with the Lowest Calculated Bid (LCB) to submit them during post qualification within a non-extendible period of five (5) calendar days from receipt of the notification (refer to BDS Clause 20 and SCC Clause 1).

Refer to <https://spmc.doh.gov.ph/opportunities/procurement/other-notices/8429-biddocs-sample-formats-for-some-of-the-requirements-for-goods> for the following requirements:

- 1.) Bid Form
- 2.) Price Schedule
- 3.) Bid Securing Declaration
- 4.) Omnibus Sworn Statement
- 5.) Statement of Ongoing Contracts
- 6.) Statement of SLCC

Refer to <https://spmc.doh.gov.ph/opportunities/procurement/financial-proposal> for the following requirements:

Financial Proposal Sheet

Refer to <https://spmc.doh.gov.ph/opportunities/procurement/other-notices/8431-summary-of-bids-format> for the following requirements:

Summary of Bids

