



BID BULLETIN NO. 1

November 27, 2020

Supply and Delivery of Nutrition Formulas

Bid No.: 2020-11-04-079(ABC No.: 2020-24)

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 # 2 – To change particulars from “Instant Protein Powder- concentrated source of high quality Whey protein, 5g protein per serving unflavoured 225g/can.” to “Instant Protein Powder- concentrated source of high quality Whey protein, **6g** protein per serving unflavoured 225g-230g/can”

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**

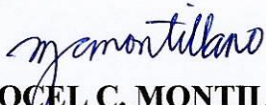
(CPR's) of every item included in the Bid” as part of Financial Component during the opening of bids to lessen the requirements that shall be submitted during the Post-Qualification.

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.

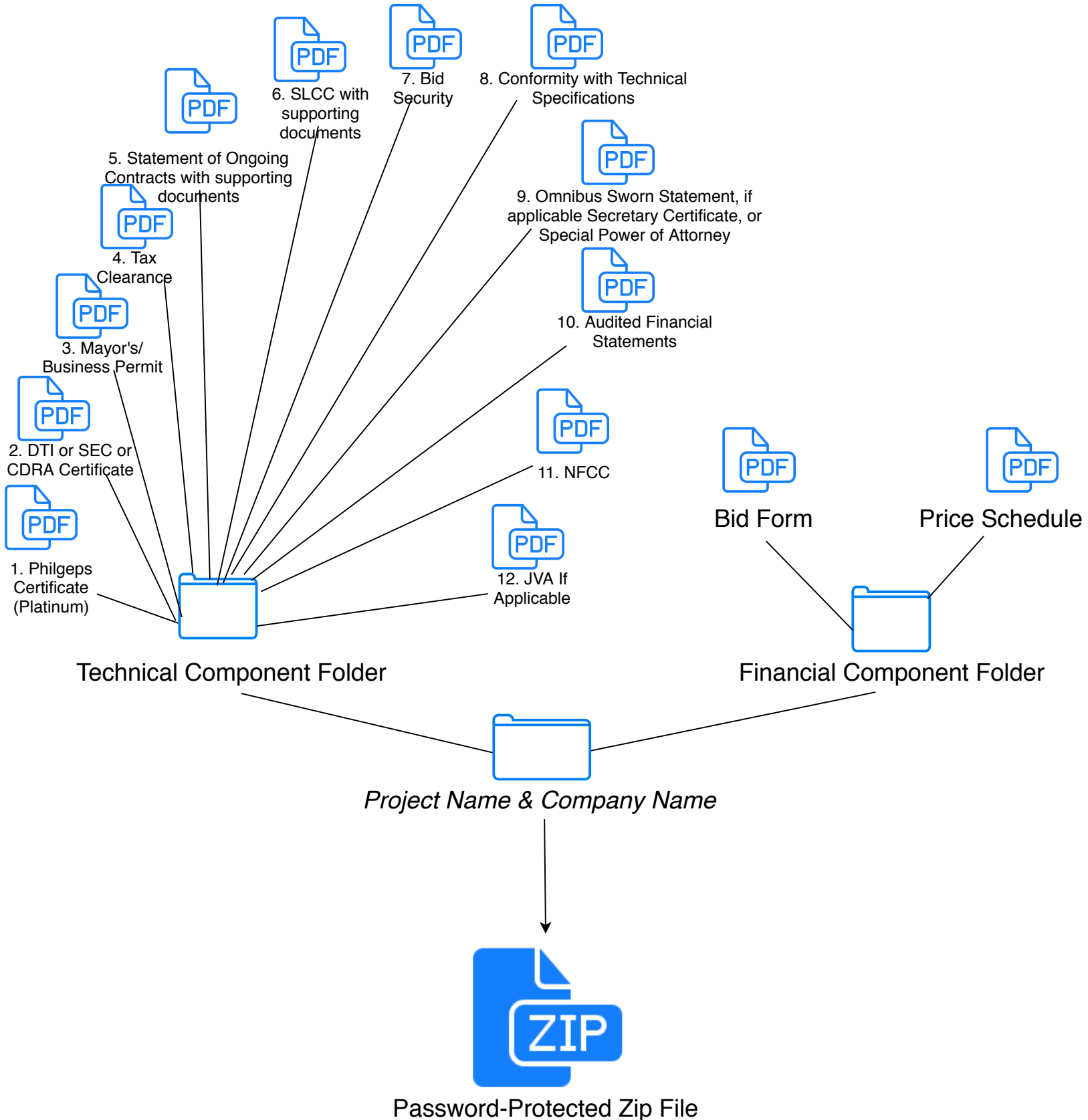
All other provision of the bidding documents which are not affected shall remain in effect.

For guidance and information of all concerned.



MARCEL C. MONTILLANO, M.D., FPAP
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 NUTRITION FORMULAS

Bid No: 2020-11-04-079 (ABC No.: 2020-024)

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 Nutrition Formulas**, with identification number 2020-011-04-79.

The Procurement Project (referred to herein as “Project”) is composed of four (4) 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 Four Million Six Hundred Seventy Thousand and Two Hundred Fifty Pesos (*PhP 4,670,250.00*).

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: a. <i>Supply and Delivery of Nutrition Formulas</i> b. Completed within <i>three (3) years</i> prior to the deadline for the submission and receipt of bids. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7.1 | “Subcontracting is not allowed.” | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 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: 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><tr><th>Item No.</th><th>Qty</th><th>Unit</th><th>Particulars</th><th>ABC</th></tr><tr><td>1</td><td>3,250</td><td>cans</td><td>Sole Source & Complete Nutrition for long term tubefeeding, complete and balance, Gluten Free, Lactose Free, 800 gms to 1000 gms</td><td>1,706,250.00</td></tr><tr><td>2</td><td>50</td><td>cans</td><td>Instant Protein Powder-concentrated source of high quality Whey protein, 6g protein per serving unflavoured 225g-230g/can</td><td>48,000.00</td></tr><tr><td>3</td><td>1,080</td><td>can/box</td><td>Jejunostomy Formula (Pre-Digested with Whey Peptide) for Impaired Gastrointestinal Function, 400-460 grams per can/box</td><td>1,188,000.00</td></tr><tr><td>4</td><td>1,800</td><td>cans</td><td>Specialized formula for patients with diabetes. For oral use as tube feeding 800 to 1000 g/ can</td><td>1,728,000.00</td></tr><tr><td></td><td></td><td></td><td>**nothing follows**</td><td></td></tr></table> | | | | | Item No. | Qty | Unit | Particulars | ABC | 1 | 3,250 | cans | Sole Source & Complete Nutrition for long term tubefeeding, complete and balance, Gluten Free, Lactose Free, 800 gms to 1000 gms | 1,706,250.00 | 2 | 50 | cans | Instant Protein Powder-concentrated source of high quality Whey protein, 6g protein per serving unflavoured 225g-230g/can | 48,000.00 | 3 | 1,080 | can/box | Jejunostomy Formula (Pre-Digested with Whey Peptide) for Impaired Gastrointestinal Function, 400-460 grams per can/box | 1,188,000.00 | 4 | 1,800 | cans | Specialized formula for patients with diabetes. For oral use as tube feeding 800 to 1000 g/ can | 1,728,000.00 | | | | **nothing follows** | |
| Item No. | Qty | Unit | Particulars | ABC | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | 3,250 | cans | Sole Source & Complete Nutrition for long term tubefeeding, complete and balance, Gluten Free, Lactose Free, 800 gms to 1000 gms | 1,706,250.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | 50 | cans | Instant Protein Powder-concentrated source of high quality Whey protein, 6g protein per serving unflavoured 225g-230g/can | 48,000.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | 1,080 | can/box | Jejunostomy Formula (Pre-Digested with Whey Peptide) for Impaired Gastrointestinal Function, 400-460 grams per can/box | 1,188,000.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | 1,800 | cans | Specialized formula for patients with diabetes. For oral use as tube feeding 800 to 1000 g/ can | 1,728,000.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | **nothing follows** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 20 | 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 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| | |
|------|--|
| | <p>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 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 |

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| | |
| | <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> |

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|--|---|
| | <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 Nutrition Formulas

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 Nutrition Formulas | <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> <p>a) there is an emergency need of Nutrition Formulas</p> <p>b) there is increase in demand of Nutrition Formulas that will cause to have out of supply.</p> <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 Nutrition Formulas

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> |
|--------------------|---|--------------------------------|
| Nutrition Formulas | 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 nutrition formulas by the hospital's Pharmacy and Therapeutics Committee (PTC). | |
| | For newly introduced nutrition formulas 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 Nutrition Formulas

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 Nutrition Formulas***

- ☐ (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

