

H E A D Q U A R T E R S ARMED FORCES OF THE PHILIPPINES BIDS AND AWARDS COMMITTEE **OFFICE OF THE PHILIPPINE ARMY BIDS AND AWARDS COMMITTEE 1** Fort Andres Bonifacio, Metro Manila

BIDDING DOCUMENTS

for the

Procurement of Drugs & Medicines for Army General Hospital

MED PABAC1 No. 002-23

ABC: PhP 3,200,000.00

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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

H E A D Q U A R T E R S ARMED FORCES OF THE PHILIPPINES BIDS AND AWARDS COMMITTEE **OFFICE OF THE PHILIPPINE ARMY BIDS AND AWARDS COMMITTEE 1** Fort Andres Bonifacio, Taguig City

INVITATION TO BID FOR THE Procurement of Drugs and Medicines for Army General Hospital

 The Philippine Army, through Advice of Sub-Allotment Nr 2500-2023-0010 dated 06 January 2023 with Fund Source RA 11936- MOOE intends to apply the sum of THREE MILLION TWO HUNDRED THOUSAND PESOS (Php3,200,000.00) being the ABC to payments under the contract for MEDPABAC1 002-23. Bids received in excess of the ABC shall be automatically rejected at bid opening.

Lot	Description	ABC (PhP)	Price of Bid Documents (PhP)
1	Procurement of Drugs and Medicines for Army General Hospital	3,200,000. 00	5,000.00

- 2. The **Philippine Army** now invites bids for the above Procurement Project. Delivery of the Goods is required within **Thirty (30) calendar days** from the receipt of Notice to Proceed (NTP), which date shall not be later than seven (7) days from the issuance of NTP. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.

- 4. Prospective Bidders may obtain further information from the **Philippine Army** and inspect the Bidding Documents at the address given below during office hours (8:00AM to 5:00PM) on weekdays only (except holidays).
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on ______ from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.

- 6. The Philippine Army through PABAC1 will hold a Pre-Bid Conference on at Office of the PA Bids and Awards Committee 1 (PABAC1) Fort Bonifacio, Metro Manila and/or through videoconferencing/webcasting via ZOOM, which shall be open to prospective bidders. Only one (1) representative per bidder will be accommodated at the venue. Others may participate through VTC with the link provided 1 hour prior to the activity.
- Bids must be duly received by the BAC Secretariat through manual submission at the Office of the PA Bids and Awards Committee I (PABAC1) Fort Bonifacio, Taguig City, on or before _____. Late bids shall not be accepted.
- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 9. Bid opening shall be on the date and address specified below and/or through video conferencing or webcasting. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

ACTIVITIES	TIME and DATE	VENUE
1. Sale and Issuance of Bidding Documents	8:00AM to 4:00PM Mondays to Fridays starting Date:	Office of the PABAC1, Fort Andres Bonifacio, Taguig City, Metro Manila BGEN ANTONIO C ROTA JR PA Chairperson Contact Person: MAJ RAY BOY B IBANES (QMS) PA Head, PABAC1, Secretary E-mail Address: pabacsec@gmail.com Telephone Nr. (02) 845-9555 loc 6891 & 6893 Mobile Nr. Globe # 09774880012 Smart # 09993211164
2. Pre-Bid Conference	Date: 9:30 am, 28 July 2023	Office of the PA Bids and Awards Committee 1 (PABAC1) Fort Andres
3. Receipt of Bid Envelope	Before 9:30am, 11 August 2023	Bonifacio, MM through video conferencing or webcasting via ZOOM. <i>Interested prospective bidders may</i>
4. Opening of Bid Envelop	Date and Time: 9:30am onwards, 11 August 2023	coordinate on the contact numbers stated below for the meeting ID and PW that will be given one (1) hour prior to the scheduled ROBE.

The schedule of the bidding activities shall be as follows:

- 10. The Philippine Army reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders. Tie breaking method shall be non-discretionary and non-discriminatory. The same shall be based on sheer luck or chance (Toss Coin) and in chronological order based on the submission of bids.
- 11. For further information, please refer to:

MAJ RAY BOY B IBANES (QMS) PA

Head, PABAC1, Secretary E-mail Address: <u>pabacsec@gmail.com</u> Telephone Nr. (02) 845-9555 loc 6891 & 6893 Mobile Nr. Globe # 09774880012 Smart # 09993211164

12. You may visit the following websites:

For downloading of Bidding Documents:

- philgeps.gov.ph
- army.mil.ph.

Date of Issue: _____

BGEN ANTONIO C ROTA JR PA Chairperson, PABAC1

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Philippine Army** wishes to receive Bids for the Procurement of Drugs and Medicines under MED PABAC1 No. 002-23.

The Procurement Project (referred to herein as "Project") is composed of one (1) lot, 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 **Fiscal** Year 2023 in the amount of **THREE MILLION TWO HUNDRED THOUSAND PESOS (PhP3,200,000.00).**
- 2.2. The source of funding is: **General Appropriations Act**

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:

For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty five percent (25%) of the ABC or not lower the amount of 25% of ABC amounting to PhP 800,000.00.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

7.1. The 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 at its physical address and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in 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: Philippine Peso.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid within **one hundred twenty (120) calendar days** from the date of the opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

One Project having several items awarded as one contract.

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

ITB	
Clause	
3	Non-compliance and/or non-conformance with the prescribed forms as provided in the Annexes of this Bidding Documents will be a ground for disqualification.
5.2	Foreign Bidders must be duly represented by an authorized local representative (any corporate body or commercial company duly organized and registered under the laws of the Philippines or a citizen of the Philippines).
5.3	For this purpose, contracts similar to the Project shall be:
	a. Supply and Delivery of Drugs and Medicines.b. Completed within five (5) years prior to the deadline for the submission
	and receipt of bids.
7.1	No portion of the contract or project shall be sub-contracted.
	For foreign bidders, the equivalent document/s issued by the appropriate authority in the country of origin of the bidder concerned must be presented. If said documents has no appropriate equivalent, a Certificate of Inexistence of Appropriate Foreign Equivalent may be submitted.
10	The Local Representative of Foreign Bidders shall also submit PhilGEPS Certificate of Registration (Platinum Membership).
	In case of a Joint Venture, each JV partner shall submit the required Legal Documents.
12	For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR.
12.1	The price of the Goods shall be quoted Delivered Duty Paid (DDP) or the applicable International Commercial Terms (INCOTERMS) for this Project in Army General Hospital, Headquarters and Headquarters Support Group, Fort Bonifacio, Taguig City
	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:
14.1	 a. The amount of Php64,000.00 or equivalent to two percent (2%) of the ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of Php160,000.00 or equivalent to five percent (5%)
	of the ABC, if bid security is in Surety Bond.

Bid Data Sheet

1	
	Note:
	The bid security shall be payable to the Procuring Entity, however, if it is in the form of a manager's check, it shall be payable to the Collecting Officer, Finance Center, PA.
	Each Bidder shall submit one (1) original and two (2) photocopies of the first and second components of its bid with proper tabbing.
15	 Note: The Bid shall be signed on every page and/or initialed by the duly authorized representative/s of the bidder to include all photocopies.
18	Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.
19.2	Partial bid is not allowed.
19.3	The Project shall be awarded as one contract.
	 Post-Qualification Requirements: 1. Present original Copy and submit Photocopy: a. Requirements for bidder which is applicable a.1 Local Manufacturer/Distributor/Dealer: Certified True Copy of Latest Income and Business Tax Returns per Revenue Regulations 3-2005; Bidders have option to submit manually filed tax returns or tax return filed through the Electronic Filing and Payments System (eFPS). The latest income and business tax returns are those within the last six months preceding the date of bid submission.
20.2	 <u>a.2 Foreign Manufacturer:</u> <u>Equivalent to the above document (1.1.1.1)</u> issued by country or place of business in English. If not in English, these must be accompanied by an accurate translation in English certified by the bidder's appropriate embassy or consulate in the Philippines. <u>a.3 Philippine-Based Representative of Foreign/Distributor</u> <u>Registration Certificate</u> from the Securities and Exchange Commission (SEC) for corporation or partnership, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives;
	b. Valid and Current Business/Mayor's 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: c. PO's or Contracts for all Ongoing Contracts as listed per submitted: d. PO's or Contracts relative to Single Largest Completed Contract per submitted; e. End-User's Acceptance, Official Receipt (duplicate or triplicate copy) or Sales Invoice with Collection Receipt (duplicate or triplicate copy) relative to the Single Largest Completed Contract per submitted. f. Valid and Current Tax Clearance per Executive Order 398. Series of 2005 and Revenue Memorandum Order No. 46-2018, as finally reviewed and approved by BIR; g. Copy of Certificate of Notarial Commission or Appointment of the Lawyer who notarized the submitted documents: h. Suppliers Audited Financial Statements 2. Bidder to submit Original Copy: a. Company Profile (Organization, Affiliated Companies, Production Capability); b. Vicinity map/location of the business; c. Certificate from HAFPPS that Bidder is not Blacklisted and has no overdue delivery. d. Certificate of Product Registration for the Drugs and Medicines Note: Failure to submit the following requirements on time or a finding against the veracity of such shall be ground for the forfeiture of the bid security and disgualify the bidder for award.

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 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

GCC	
Clause	
Clause	
1	Delivery and Documents –
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:
	<i>For Goods supplied from abroad:</i> "The delivery terms applicable to the Contract are DDP delivered Army General Hospital, Headquarters and Headquarters Support Group, Fort Bonifacio, Taguig City in accordance with INCOTERMS."
	For Goods supplied from within the Philippines: "The delivery terms applicable to this Contract are DDP delivered Army General Hospital, Headquarters and Headquarters Support Group, Fort Bonifacio, Taguig City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	Deliveries for "safekeeping" is not allowed.
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is: PA TIAC, APAO, G10.
	Delivery Conditions All cost during the delivery, handling, including transportation and other related expenses shall be borne by the Supplier.
	Packaging – Standard packaging of the manufacturer
	Transportation –
	Shelf-Life Requirements
	Drugs and Medicines must be of new commercial stock upon receipt at DDP at Army General Hospital, HHSG, PA, Fort Bonifacio, Taguig City, Philippines.
	With shelf-life not less than 18 months/ must not be less than 18 months from the expiry date.

Special Conditions of Contract

	Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
	Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.
	Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine 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.
	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.
	Intellectual Property Rights –
	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.
2.2	Payment shall be made by Check for local Supplier, or through irrevocable Letter of Credit (LC) in case of foreign supplier/manufacturer.
	In case payment shall be made by LC, the Procuring Entity shall open the irrevocable LC in favor of the Supplier in accordance with the terms
	provided below in an Authorized Government Depository Bank after the approval of the Contract by the HOPE and cash transfer from the PA to the Authorized Government Depository Bank, to wit:

b.	Advising and/or Confirmation: LC may be advised and/or
	confirmed by any bank to be identified by the Supplier, at the
	latter's sole expense;

- c. Payee Bank: The LC draft (if any) shall be drawn on the confirming bank;
- d. Beneficiary: [Name and address of Supplier with Point of Contact];
- e. Currency and Amount of LC: LC shall be in Philippine Peso, in an amount equivalent to the Total Contract Price. The 95% of the amount of LC shall be released upon completion of all the required documents enumerated in SCC Clause 2.2 (f) of the Bidding Documents and the 5% shall be released upon expiration of the warranty period provided in SCC Clause 5.1 in the Bidding Documents;
- f. Expiration Date: _____
- g. The terms of payment shall be as follows: Payment will be "One Time Payment" and shall be made to the Supplier at the time of the final acceptance of the GOODS by the PROCURING ENTITY made in accordance with Section VI. Schedule of Requirements, and the submission or presentation of the following documents:
 - i. Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
 - Negotiable, clean shipped on-board Bill of Lading marked "Freight Pre-Paid" and/or "Non-Negotiable Bill of Lading" or "Airway Bill";
 - iii. Original Supplier's factory inspection report or certificate of pre-delivery test and inspection report by PA TIAC (as applicable);
 - iv. Manufacturer's and/or Supplier's warranty certificate;
 - v. Certificate of Origin (for imported GOODS);
 - vi. Delivery Receipt detailing number and description of items received signed by the Procuring Entity's representative at the Delivery Site;
 - vii. Certificate of Acceptance by the PA Technical Inspection and Acceptance Committee (PA TIAC).

h. **Description of Goods**: As stated in the Technical additional requirements as indicated in SECTION VI Schedule of Requirements.

i. **Shipment**: One-time shipment; transshipment is acceptable. Negotiability: The L/C shall be irrevocable;

	j. Liquidated Damages : Liquidated damages shall be imposed in accordance with the Contract
3	If the Performance Security is in the form of a Surety Bond, it must be in the name of the Philippine Army/AFP, and its validity must be until the issuance by the Procuring Entity of the Certificate of Final Acceptance. The Surety Bond must be duly notarized and signed by the Supplier's authorized representative indicating therein his/her full name.
4	The inspections and tests that will be conducted are:
	a. Post-Qualification involving documents validation, testing and/or manufacturer's plant visit and inspection shall be conducted by the Procuring Entity or its designated representatives (PQ Team) in order to determine the compliance to the requirements of the end-user as required in the bidding documents. Expenses incurred related hereto particularly travel and board and lodging expenses shall be borne by the Procuring Entity.
	Considering the travel restrictions brought by COVID-19 outbreak, the alternative PQI may be conducted through "table post qualification" and/or by VTC or other electronic means; and the adoption of previous PQ Reports with independent referencing within six (6) months validity period.
	Conduct of Post Qualification abroad is subject to the issued guidelines regarding Foreign Travel of Public Official/Officers during State of Calamity or Implementation of Community Quarantine or Similar Restrictions. Considering restrictions for foreign travel during the quarantine period, the Procuring Entity or PQ Team may conduct "table post qualification" within the office or utilize the Office of the Philippine Defense and Armed Forces Attaché (PhilDAFA) of the country where the foreign bidder/proponent is based to conduct post qualification.
	 b. Final Inspection and Acceptance at the Delivery Site. Completeness and appropriateness of the delivered goods, visual inspection and random sampling based on the required test criteria and list of required samples shall be conducted by the Procuring Entity's representative (PATIAC) at the delivery site. Expenses incurred related hereto particularly travel and board and lodging expenses shall be borne by the Procuring Entity. Items that were taken randomly for destructive testing shall be replaced by the supplier. 1) Final Inspection and Acceptance Report by the TIAC 2) Delivered Items and Inspection Report SAO/APAO Inspection and Acceptance Report
	Note: a. Delivered items must comply with the required Technical Specification.

	b. All cost related to the testing, including the samples for random testing, shall be for the account of the bidder/supplier.c. Item/s subject for destructive testing shall be included during delivery, but shall not be counted as part of the quantity being delivered.
5.1	The warranty shall be covered by, either retention money in an amount equivalent to five percent (5%) of every progress payment, or a special bank guarantee equivalent to five percent (5%) of the Contract Price in favor of the Armed Forces of the Philippines. The Obligation for the warranty shall only be released after the lapse of the warranty period. The warranty period shall be one (1) year after acceptance by the Procuring Entity of the delivered Goods. The goods to be delivered must have been manufactured as specified in the Technical Specification
5.2	The period for correction of defective items in the warranty period is within seven (7) calendar days upon receipt of notice from the Procuring Entity of any claim arising from the warranty obligation of the supplier. The Procuring Entity through the TIAC may invoke for warranty claims for the Goods or any part thereof that fail to conform to the specifications within the warranty period. The Supplier shall either rectify or replace such defective Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall inspect the rectified/replaced goods, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Clause 5.2.

Section VI. Schedule of Requirements

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

ltem No	Unit	Description	Delivery Period	Delivery Site
1	Lot	Drugs and Medicines for Army General Hospital	Within 30 calendar Days upon receipt of NTP by the supplier, which date shall not be later than seven (7) calendar days from the issuance of NTP; should the supplier fail to comply, the delivery period shall commence.	Army General Hospital, Headquarters and Headquarters Support Group, Fort Bonifacio, Taguig City

I hereby certify to comply and deliver all the above requirements.

Name of Company/Bidder

Signature Over Printed Name of Representative

Date

Section VII. Technical Specifications

ARMY 2040: Y CLASS. MULTI-MISSION READY. C. ISS-DOMAIN CAPABLE.



H E A D Q U A R T E R S ARMY GENERAL HOSPITAL, HHSG, PA "PHIC Accredited Health Care Provider" Fort Andres Bonifacio, Metro Manila



TECHNICAL SPECIFICATIONS

Procurement of Drugs and Medicines for FY 2023 - Php 3,200,000.00

ITEM	ITEM DESCRIPTION	TECHNICAL DESCRIPTION	UNIT	QTY
1	Acetylcysteine	600mg	tablet	400
2	Ambroxol	30mg/5ml syrup 60ml	bottle	124
3	Amiodarone	10mg	ampule	10
4	Amlodipine	10mg	tablet	4500
5	Amlodipine	Smg	tablet	4500
6	Amoxicillin	500mg	tablet	1000
7	Ampicillin	250mg	vial	50
8	Ampicillin	500mg	vial	50
9	Ascorbic Acid	500mg	tablet	5000
10	Aspirin	80mg	tablet	500
11	Atorvastatin	20mg	tablet	4500
12	Atorvastatin	40mg	tablet	3000
13	ATS	1500iu	tablet	300
14	Baciofen	10mg	tablet	400
15	Betahistine	24mg	tablet	300
16	Bupivacaine	0.5% heavy	ampule	50
17	Butamirate citrate	50 mg	tablet	2500
18	Butorphanol	2mg/ml	ampule	50
19	Calcium + Vitamin D3	1500mg + Vitamin D3 400 IU	tablet	5500
20	Carvedilol 6.25mg	6.25mg	tablet	500
21	Carvedilol	25mg	tablet	500
22	Ceftriaxone	1g	vial	50
23	Cefuroxime	500mg	tablet	5000
24	Cefuroxime	750mg	vial	370
25	Celecoxib	200mg	tabiet	2000
26	Celecoxib	400mg	tablet	1000
27	Cetirizine	10mg	tablet	1000
28	Chlorhexidine	120ml	bottle	30
29	Ciprofloxacin	500mg	tablet	4000
30	Citicholine	1g	ampule	30
31	Clindamycin	300mg	capsule	
32	Clindamycin	600mg	ampule	
33	Cloxacillin	500mg	capsule	
34	Co-amoxiclav	625mg	tabiet	4000



HONOR, PATRIOTISM, DUTY





ARMY 2040: VCCLASS. MULTI-MISSION READY. CCSS-DOMAIN CAPABLE.

35	Diclofenac	50mg	tablet	501
36	Diphenhydramine	50mg/ml	ampule	50
37	Dydrogesterone	10mg	tablet	200
38	Eperisone	50mg	tablet	1000
39	Ferrous sulfate	325mg	tablet	1000
40	Folic acid	5mg	capsule	1000
41	Furosemide	20 mg/2 mL	ampule	50
42	Gliclazida	60mg	tablet	500
43	Hydrocortisone	100mg	vial	250
44	Hydrocortisone	250mg	vial	100
45	Hypromellose	5mg/ml Ophthalmic Solution	bottle	10
46	Irbesartan	150mg	tablet	3000
47	Irbesartan + HCTZ	150/12.5mg	tablet	200
48	Irbesartan	300mg	tablet	3000
49	Isoxsuprine	10mg	tablet	300
50	Ketorolac	30mg	ampule	300
51	Levofloxacin	500mg	tablet	200
52	Lidocaine	2% 20mg/ml 50ml/bottle	vial	50
53	Losartan	50mg	tablet	2000
54	Losartan	100mg	tablet	2000
55	Magnesium sulfate	250mg/vial	vial	20
56	Mecobalamin	500mog	tablet	4000
57	Mecobalamin	500mcg	ampule	50
58	Mefenamic acid	500mg	tablet	2000
59	Metformin	500mg	tablet	2000
60	Methylprednisone	16mg	tablet	300
61	Metoclopramide	10mg/2mL	ampule	50
62	Metronidazole	500mg	vial	100
63	Multivitamins	capsule	capsule	4500
64	Mupirocin ointment	2% ointment 5g	tube	10
65	Nifedipine	10mg	tablet	200
66	Nifedipine	30mg	tablet	500
67	Omeprazole	40mg	capsule	5000
68	Omeprazole	40mg	vial	150
69	Oral Rehydrating solution	4.1grams	sachet	200
70	Oxytopin	10 mg	ampule	50
71	Paracetamol	500mg	tablet	3500
72	Paracetamol	300mg	ampule	300
73	Prednisone	10mg	tablet	300
74	Ranitidine	150mg	ampule	50
75	Regular insulin	vial	vial	10
76	Rocuronium	10 mg/mL 5 mL Vial	vial	20
77	Rosuvastatin	20mg	tablet	3500



HONOR. PATRIOTISM. DUTY



2

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'ARMY 2040: WC D CLASS. MULTI-MISSION READY. CR S-DOMAIN CAPABLE.

		1 m/mL Nebulizing Solution	nebules	1000
78	Salbutamol	100%/ 250 mL Inhalation	1.	
		Solution	vial	4
79	Sevoflurane		tablet	400
80	Sodium bicarbonate	650mg	ampule	300
81	Tramadol	20mg/ml	ampule	100
82	Tranexamic	500mg		200
1.1.1	Trimatazidine	35mg	tablet	
83	and the second se	0.5mg/ml	ampule	10
84	Terbutaline	40mg	tablet	7300
85		0.5mL	vial	310
86			bottle	100
87	Valproic acid syrup	250MG/5MI Syrup	-	
		250mg B1+ 250mg B8+ 1000mog B12	tablet	4000
88	Vitamin B complex		ampule	50
89	Vitamin K	1mg/0.5mL		

Prepared by:

REYNA MAY R RECORBA MAC CPT Chief, Logistics Division, AGH

Certified Correct by:

MC

Commanding Officer, AGH

(GSC)

atr

MANUEL FIDEL M MAGTIRA

COL

Recommend Approval:

AH ENCARNITA OLIVA A PEREZ (GSC) MC COL Acting Army Chief Surgeon

Approved by:

ROMEO'S BRAWNER JR

Lieutenant General PA Commanding General, Philippine Army



HONOR. PATRIOTISM. DUTY

I hereby certify to comply and deliver all the above requirements.

Name of Company/Bidder

Signature Over Printed Name of Representative

Date

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE							
	Class "A" Documents						
TAB	Legal Documents						
A	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR of RA 9184 (updated 03 July 2023) and GPPB Resolution Nr 15-2021 dtd 14 October 2021.						
<u>Technical Documents</u>							
B	Duly signed Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid. (Annex 1); and *The bidder may make a reservation under oath in a notarized document not to disclose the name of its client on the ground of an existing confidentiality agreement but must disclose the amount, status, and name						
	of the project for purposes of validating the NFCC, subject to the full disclosure during post-qualification. In this connection, the bidder may keep the name of the client from the statement of ongoing contracts.						
C	Statement of the bidder's Single Largest Completed Contract (SLCC) of similar nature within the last five (5) years from the date of the Receipt and Opening of Bid Envelope equivalent to at least twenty-five (25%) of the ABC of the project to be bid. (Annex 2)						
	 * Similar contract must be supported by the following documents to be submitted during Post-Qualification: Notice of Award, Notice to Proceed, Contract, Purchase Order or its equivalent issued by the end-user; and Certificate of Completion and/or Technical Inspection and Acceptance Committee (TIAC) Report, Sales Invoices with Official Receipts, End-User's Acceptance or its equivalent 						
D	provided that the same expressly states that the Goods were received in good condition. Original Copy of Bid security in the prescribed form, amount and validity						
	period; or Original copy of Notarized Bid Securing Declaration (Annex 5).						
E	• Conformity with the Schedule of Requirements (Annex 6-A).						

	 Duly signed statement of compliance to Technical Specifications (Annex 6-B).
	Warranty Undertaking (Annex 6-C).
	• Certificate of Replacement for Defective Items (Annex 6-D).
F	Original Duly Notarized Omnibus Sworn Statement (OSS)(Annex 7); and if applicable, Original Notarized Secretary's Certificate in case of 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
G	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) (Annex 3-A) ; <u>or</u>
	A Committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation (Annex 3-B) .
	* Should the bidder opt to submit NFCC, computation must be at least equal to the ABC to be bid, calculated as follows. NFCC = [(Current assets minus current liabilities) (15)] minus the value of all ongoing contracts, including awarded contracts yet to be started.
	* The values of the domestic bidder's current assets and current liabilities shall be based on the latest Annual Income Tax Return and Audited Financial Statements filed thru eFPS. * For foreign bidders, the value of the current assets and current liabilities shall be based on their latest Audited Financial Statements (AFS) prepared in accordance with international reporting standards. The NFCC computation shall be expressed in Philippine Peso based on the prevailing exchange rate as published in the BSP reference rate bulletin on the date of preparation of the AFS.
	* If the prospective bidder opts to submit a Committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC of the project issued by local universal or commercial bank. The amount of Committed Line of Credit must be Machine Validated .
	* The credit line shall be available during the submission and opening of bids and such line of credit shall be maintained until the project is completed by the Contractor.
	Class "B" Documents
Н	Duly signed Joint Venture Agreement (JVA) in case the joint venture is already in existence; <u>or</u>
	In the absence of a JVA, duly Notarized Statement/s 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. Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security; or
	In case JVA is not applicable, the bidder must submit a duly signed Statement stating that JVA is not applicable in lieu of the foregoing (Annex 4) .
	*Note:
	The JVA should be specific to the project including the purpose and all supporting documents related thereto.
Ι	Certificate from Armed Forces of the Philippines Procurement Service (AFPPS) that the Bidder is not Blacklisted and has no overdue deliveries; <u>or</u>
	In the absence of the said Certificate, the Bidder shall submit a proof of application of the same stamped received by AFPPS.
	*Note:
	• In case of Joint Venture, each JV partner shall submit the Certificate.
J	Proof of Authority of the designated representative/s for purposes of the bidding
	For Local Bidder:
	 a. Duly notarized Special Power of Attorney – For Sole Proprietorship or partnership if owner opts to designate a representative/s; OR b. Duly notarized Secretary's Certificate evidencing the authority of the designated representative/s, issued by the corporation, cooperative or the members of the joint venture.
	For Foreign Bidder:
	a. Valid and Current Written Appointment of the Philippine based company (as local representative of foreign manufacturer) issued by the foreign bidder. The written appointment must include detailed scope of responsibility of the local representative. A Certified True Copy of the Written Appointment may be submitted subject to the presentation of the original document during post qualification; AND
	b. Duly Notarized authorization of the duly registered Philippine-based company representative (e.g. Secretary's Certificate for Corporation, Special Power of Attorney for Sole Proprietor) with specimen signature of the authorized representative to transact with PA/AFP including address, telephone number and email address; OR
	c. In case the authorized local representative is an individual (citizen of the Philippines), a Valid and Current Written Appointment of the said individual

	 as the local representative issued by the foreign bidder must be submitted. The written appointment must include detailed scope of responsibility of the local representative. A Certified True Copy of the Written Appointment may be submitted subject to the presentation of the original document during post qualification. Note 1: Provided that in the case of unincorporated joint venture, each member shall submit a separate Special Power of Attorney and/or Secretary's Certificate evidencing the authority of the designated representatives for purposes of this bidding. Note 2: The Secretary's Certificate, Board Resolution or Special Power of Attorney, or its equivalent document, must have a specimen signature of the bidder or its authorized representative; it must indicate in the said document the authority to transact with the Philippine Army/AFP; and it must indicate in the same document the address, contact number and e-mail address of said Bidder/Authorized Representative.
K	Valid and current Certificate of Distributorship/Dealership/Resellership
L	FDA Certificate of Product Registration or its international equivalent
	And, Certificate of Product Registration of the Drugs/Medicines
II. FIN	ANCIAL COMPONENT ENVELOPE
TAB	Financial Documents
A	Duly signed and accomplished Bid Form (Annex 8-A)
	Duly signed and accomplished Financial Bid Form (Annex 8-B)

Bidding Forms

Bidding Forms	Annex Nr
Statement of All On-going Government and Private Contracts including Contracts Awarded but not yet started, if any.	Annex 1
Statement of the bidder's Single Largest Completed Contract (SLCC)of similar nature within the last five (5) years from the date of the Receipt and Opening of Bid Envelope equivalent to at least Twenty Five Percent (25%) of the ABC of the project to be bid.	Annex 2
Certificate of Net Financial Contracting Capacity (NFCC)	Annex 3-A
Sample Form for Committed Line of Credit	Annex 3-B
Statement that JVA is not applicable	Annex 4
Bid Securing Declaration	Annex 5
Conformity with the Schedule of Requirements	Annex 6-A
Duly signed statement of compliance to Technical Specifications and Test and Evaluation Procedures	Annex 6-B
Warranty Undertaking	Annex 6-C
Certificate of Replacement for Defective Items	Annex 6-D
Omnibus Sworn Statement	Annex 7
Bid Form	Annex 8-A
Financial Bid Form	Annex 8-B
Bid Prices and Applicable Price Schedules	Annex 9

(COMPANY LETTERHEAD)

Procurement of Drugs and Medicines for Army General Hospital Bid Ref. No. MED PABAC1 No. 002-23 Approved Budget Contract: Php3,200,000.00

Statement of **All On-going Government and Private Contracts** including Contracts Awarded but not yet started, if any. In case the supplier has no ongoing government or private contract, indicate none on the space provided.

1. All On-going Government Contracts

Name of Contract	Date of Contract	Kinds of Goods	Value of Contract	Status of Contract	Date of Delivery	Purchase Order, Notice to Proceed or Contract
TOTAL						

Total Value of Contract: _____

2. All On-going Private Contracts

Name of Contract	Date of Contract	Kinds of Goods	Value of Contract	Status of Contract	Date of Delivery	Purchase Order, Notice to Proceed or Contract
	TOTAL					

Total Value of Contract: _____

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

(Company Letterhead)

Procurement of Drugs and Medicines for Army General Hospital Bid Ref. No. MED PABAC1 No. 002-23 Approved Budget Contract: Php3,200,000.00

Statement of Single Largest Similar Completed Contract within the last five (5) years from date of submission and receipt of bids equivalent to at least twenty five percent (25%) of the ABC

Name of Contract	Date of Contract	Kinds of Goods	Value of Contract	Date of Delivery	End-User's Acceptance or Official Receipts

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Annex 3-A

CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY

(Please show figures at how you arrived at the NFCC)

This is to certify that our **Net Financial Contracting Capacity (NFCC)** is **Philippine Pesos** (Php_____) which is at least equal to the total ceiling price we are bidding.

The amount is computed as follows: NFCC= (CA-CL) (K)-C

Where:

- CA = Current Assets
- CL = Current Liabilities
- K = 15
- C = value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract for this Project

Issued this _____ day of _____, 2021.

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Annex 3-B

(Name of Bank) COMMITTED LINE OF CREDIT

Date:

ARMED FORCES OF THE PHILIPPINES OFFICE OF THE PHILIPPINE ARMY BIDS AND AWARDS COMMITTEE Fort Andres Bonifacio, Taguig City

This is to certify that the above Bank/Financing Institution with business address indicated above, commits to provide the (Supplier/Distributor/Manufacturer), if awarded the above-mentioned Contract, a credit line in the amount specified above which shall be exclusively used to finance the performance of the above-mentioned contract subject to our terms, conditions and requirements.

The credit line shall be available during the submission and opening of bids and such line of credit shall be maintained until the project is completed by the Contractor.

This certification is being issued in favor of said (Supplier/Distributor/Manufacturer) in connection with the bidding requirement of (Name of Procuring Entity) for the above-mentioned Contract. We are aware that any false statements issued by us make us liable for perjury.

The committed line of credit cannot be terminated or cancelled without the prior written approval of the OFFICE OF THE PHILIPPINE ARMY BIDS AND AWARDS COMMITTEE.

Name and Signature of Authorized Financing Institution Office

Official Designation

Concurred By:

Name & Signature of (Supplier/Distributor/Manufacturer's) Authorized Representative

Official Designation

SUBSCRIBED AND SWORN TO BEFORE ME this _____day of _____at ____, Philippines. Affiant exhibited to me his/her competent Evidence of identity as defined by the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC), issued on _____ at

NOTARY PUBLIC

Doc No:	
Page No:	
_ v	
Book No:	
Series of:	

(Company Letterhead)

Procurement of Drugs and Medicines for Army General Hospital Bid Ref. No. MED PABAC1 No. 002-23 Approved Budget Contract: Php3,200,000.00

This is to certify that <u>(name of bidder)</u> will be participating **without a joint venture partner** in the procurement of <u>(name of project)</u>.

Further, the undersigned acknowledges that **Joint Venture Agreement is Not Applicable** for the above-mentioned project.

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Name of Project:	
Public Bidding Nr:	
ABC:	

BID-SECURING DECLARATION

REPUBLIC OF THE PHILIPPINES) CITY OF)

BID-SECURING DECLARATION Invitation to Bid/Request for Expression of Interest No. 1: (Insert reference number)

To: (Insert name and address of the Procuring Entity)

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.

2. I/We accept that: (a) I/We will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and (b) I/We will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declarations, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1 (b), 34.2, 40.1 and 69.1, except 69.1 (f) of the IRR of RA 9184; without prejudice to other legal action the government may undertake.

3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:

a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;

b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/We failed to timely file a request for consideration or (ii) I/We filed a waiver to avail of said right;

c) I am/were declared as the bidder with the Lowest Calculated and Responsive Bid/Highest Rated and Responsive Bids, and I/We have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We hereunto set my/our hand/s this _____ day of (Month) (Year) at (Place of Execution).

NAME OF BIDDERS AUTHORIZED REPRESENTATIVE (Insert signatory's legal capacity) AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME this _____day of _____at ____, Philippines. Affiant exhibited to me his/her competent Evidence of identity as defined by the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC), issued on _____at

NOTARY PUBLIC

Doc No: _____ Page No: _____ Book No: _____ Series of:

Annex 6-A

SCHEDULE OF REQUIREMENTS

Procurement of Drugs and Medicines for Army General Hospital Bid Ref. No. MED PABAC1 No. 002-23 Approved Budget Contract: Php3,200,000.00

TO THE BIDDER: Indicate "COMPLY" If proposal meets the schedule of requirement and project requirements. DO NOT LEAVE ANY BLANK. A "YES OR NO" ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF "FAILED".						
Item No	Unit	Description	Delivery Period	Delivery Site	Bidder's Proposal	
1	Lot	Drugs and Medicines for Army General Hospital	Within 30 Calendar Days upon receipt of NTP	Army General Hospital, Headquarters and Headquarters Support Group, Fort Bonifacio, Taguig City		

Name & Signature of Authorized Representative

Position

Annex 6-B

COMPLIANCE TO TECHNICAL SPECIFICATION

Procurement of Drugs and Medicines for Army General Hospital Bid Ref. No. MED PABAC1 No. 002-23 Approved Budget Contract: Php3,200,000.00

TO THE BIDDER: Indicate "COMPLY" If proposal meets the technical specifications and project requirements. DO NOT LEAVE ANY BLANK. A "YES OR NO" ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF "FAILED".

(Quanti	ty/Item Description	Required Technical	Bidder's
ltem No	Unit	Description	Specifications	Proposal
1	Lot	Drugs and Medicines for Army General Hospital	See Sec. VII Technical Specification	

I/WE, the undersigned bidder, have examined the Bidding Documents including Bid Bulletins, as applicable, hereby OFFER to (supply/deliver/perform) the above-described items.

I/WE undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security **within ten (10) calendar days** from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

Name of Company

Signature of Company Representative

Name & Designation

Annex 6-C

(Bidder's Company Letterhead)

WARRANTY UNDERTAKING

Procurement of Drugs and Medicines for Army General Hospital Bid Ref. No. MED PABAC1 No. 002-23 Approved Budget Contract: Php3,200,000.00

I/We, (Name) , (Title/Capacity) , the duly authorized representative of (Company/Bidder) , hereby commits that should we be awarded the contract, we will issue a Warranty Certificate in favor of the Philippine Army (PA) valid for **one (1) year** from date of final acceptance.

This Undertaking shall form part of the Technical Requirements for the aforesaid procurement project

Signature of Company Representative

Name & Designation

Annex 6-D

(Bidder's Company Letterhead)

CERTIFICATE OF REPLACEMENT FOR DEFECTIVE ITEMS

Procurement of Drugs and Medicines for Army General Hospital Bid Ref. No. MED PABAC1 No. 002-23 Approved Budget Contract: Php3,200,000.00

I/We, (Name), (Title/Capacity), the duly authorized representative of (Company/Bidder), hereby commits that should we be awarded the contract, we will replace all defective items **within seven (7) calendar days** upon receipt of Notice of Defects from the Philippine Army.

Supplier further certifies that the goods to be delivered have been manufactured **according to the Technical Specification**.

This Certification shall form part of the Technical Requirements for the aforesaid procurement project.

Issued this _____day of _____ 2023 in _____, Philippines

Name of Company (Bidder)

Full Name of Authorized Representative

Address

Signature of Authorized Representative

Tel. No./Fax

E-mail Address

Omnibus Sworn Statement

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

AFFIDAVIT

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

1. [Select one, delete the other:]

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

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

2. [Select one, delete the other:]

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

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

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

authentic copy of the original, complete, and all statements and information provided therein are true and correct;

- 5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
- 6. [Select one, delete the rest:]

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

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

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

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- 9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity

under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN TO BEFORE ME this _____day of _____at ____, Philippines. Affiant exhibited to me his/her competent Evidence of identity as defined by the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC), issued on _____at ____.

NOTARY PUBLIC

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Book No:	
Series of:	

Annex 8-A

(Bidder's Company Letterhead)

BID FORM

Date : _____

Project Identification No. : _____

To: [name and address of Procuring Entity]

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

If our Bid is accepted, we undertake:

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

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

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

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

(if none, state "None")]

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

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

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

The undersigned is authorized to submit the bid on behalf of [name of the bidder] as evidenced by the attached [state the written authority].

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

Name:	
Legal capacity:	
Signature:	
Duly authorized to sign the Bid for and behalf of:	
Date:	

Annex 8-B

(Bidder's Company Letterhead)

Procurement of Drugs and Medicines for Army General Hospital Bid Ref. No. MED PABAC1 No. 002-23 Approved Budget Contract: Php3,200,000.00 <u>FINANCIAL BID FORM</u>

ITEM NR	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	BIDDER'S PROPOSAL
1	Acetylcysteine 600mg	tablet	400	41.00	
2	Ambroxol 30mg/5ml syrup 60ml	bottle	124	80.00	
3	Amiodarone	ampule	10	49.00	
4	Amlodipine 10mg	tablet	4500	6.50	
5	Amlodipine 5mg	tablet	4500	6.50	
6	Amoxicillin 500mg	tablet	1000	17.00	
7	Ampicillin 250mg	vial	50	57.00	
8	Ampicillin 500mg	vial	50	97.50	
9	Ascorbic Acid 500mg	tablet	5000	3.50	
10	Aspirin 80mg	tablet	500	4.00	
11	Atorvastatin 20mg	tablet	4500	17.50	
12	Atorvastatin 40mg	tablet	3000	28.50	
13	ATS 1500iu	tablet	300	68.00	
14	Baclofen 10mg	tablet	400	31.00	
15	Betahistine 24mg	tablet	300	101.00	
16	Bupivacaine 0.5% heavy	ampule	50	766.00	
17	Butamirate citrate	tablet	2500	25.50	
18	Butorphanol	ampule	50	742.00	
19	Calcium + Vitamin D3	tablet	5500	12.50	
20	Carvedilol 6.25mg	tablet	500	16.00	
21	Carvedilol 25mg	tablet	500	18.00	
22	Ceftriaxone 1g	vial	50	286.50	
23	Cefuroxime 500mg	tablet	5000	60.00	
24	Cefuroxime 750mg	vial	370	265.00	
25	Celecoxib 200mg	tablet	2000	26.00	
26	Celecoxib 400mg	tablet	1000	34.25	
27	Cetirizine 10mg	tablet	1000	17.25	
28	Chlorhexidine 120ml	bottle	30	166.50	
29	Ciprofloxacin 500mg	tablet	4000	27.00	
30	Citicholine 1g	ampule	30	280.00	
31	Clindamycin 300mg	capsule	2500	38.50	
32	Clindamycin 600mg	ampule	100	345.00	
33	Cloxacillin 500mg	capsule	4000	20.00	

34	Co-amoxiclav 625mg	tablet	4000	41.50	
35	Diclofenac 50mg	tablet	501	34.00	
36	Diphenhydramine	ampule	50	160.00	
37	Dydrogesterone 10mg	tablet	200	57.00	
38	Eperisone 50mg	tablet	1000	23.50	
39	Ferrous sulfate 325mg	tablet	1000	2.00	
40	Folic acid 5mg	capsule	1000	5.75	
41	Furosemide	ampule	50	195.50	
42	Gliclazide 60mg	tablet	500	33.50	
43	Hydrocortisone 100mg	vial	250	105.00	
44	Hydrocortisone 250mg	vial	100	149.50	
45	Hypromellose	bottle	10	115.00	
46	Irbesartan 150mg	tablet	3000	17.00	
47	Irbesartan + HCTZ 150/12.5mg	tablet	200	28.50	
48	Irbesartan 300mg	tablet	3000	19.50	
49	Isoxsuprine 10mg	tablet	300	28.50	
50	Ketorolac 30mg	ampule	300	96.75	
51	Levofloxacin 500mg	tablet	200	41.00	
52	Lidocaine	vial	50	74.50	
53	Losartan 50mg	tablet	2000	12.75	
54	Losartan 100mg	tablet	2000	16.75	
55	Magnesium sulfate	vial	20	30.00	
56	Mecobalamin 500mcg	tablet	4000	24.00	
57	Mecobalamin 500mcg	ampule	50	415.00	
58	Mefenamic acid 500mg	tablet	2000	5.75	
59	Metformin 500mg	tablet	2000	16.00	
60	Methylprednisone 16mg	tablet	300	28.50	
61	Metoclopramide	ampule	50	107.00	
62	Metronidazole 500mg	vial	100	57.50	
63	Multivitamins	capsule	4500	5.25	
64	Mupirocin ointment	tube	10	256.00	
65	Nifedipine 10mg	tablet	200	23.00	
66	Nifedipine 30mg	tablet	500	51.00	
67	Omeprazole 40mg	capsule	5000	68.50	
68	Omeprazole 40mg	vial	150	327.00	
69	Oral Rehydrating solution	sachet	200	18.50	
70	Oxytocin	ampule	50	112.50	
71	Paracetamol 500mg	tablet	3500	4.50	
72	Paracetamol 300mg	ampule	300	49.00	
73	Prednisone 10mg	tablet	300	12.00	
74	Ranitidine 150mg	ampule	50	160.00	
75	Regular insulin	vial	10	910.00	
76	Rocuronium	vial	20	736.50	

77	Rosuvastatin 20mg	tablet	3500	15.50	
78	Salbutamol	nebules	1000	57.00	
79	Sevoflurane	vial	4	17,200.00	
80	Sodium bicarbonate 650mg	tablet	400	2.50	
81	Tramadol 20mg/ml	ampule	300	99.00	
82	Tranexamic 500mg	ampule	100	122.25	
83	Trimatazidine 35mg	tablet	200	28.00	
84	Terbutaline	ampule	10	420.00	
85	Telmisartan 40mg	tablet	7300	27.00	
86	Tetanus Toxoid	ampule	310	118.50	
87	Valproic acid syrup	bottle	100	472.86	
88	Vitamin B complex	tablet	4000	5.50	
89	Vitamin K	ampule	50	90.00	
				TOTAL	

Total Bid Price (Amount in Words):

BIDDER'S UNDERTAKING

I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby OFFER to (supply/deliver/perform) the above-described items.

I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

Name of Company (in print)

Signature of Company Representative

Name & Designation (in print)

Annex 9 FORM NO. 1

(Bidder's Company Letterhead)

Procurement of Drugs and Medicines for Army General Hospital Bid Ref. No. MED PABAC1 No. 002-23 Approved Budget Contract: Php3,200,000.00

For Goods Offered From Abroad

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

1	2	3	4	5	6	7	8	9
Item	Description	Country	Qty	Unit price CIF port of	Total CIF or	Unit Price	Unit price	Total Price
	•	of origin		entry (specify port)	CIP price per	Delivered at	Delivered Duty	-(if DAP
		-		or CIP named place	item	Place (DAP)	Paid (DDP)	col 4X7)
				(specify border point	(col. 4 x 5)			-(If DDP col
				or place of destination)				4X8)
				uestination				
	Acetylcysteine		400					
1	600mg Ambroxol		400					
	30mg/5ml		124					
2	syrup 60ml		124					
3	Amiodarone Amlodipine		-					
4	10mg		4500					
5	Amlodipine 5mg		4500					
6	Amoxicillin 500mg		1000					
0	Ampicillin							
7	250mg Ampicillin		50					
8	500mg		50					
9	Ascorbic Acid 500mg		5000					
10	Aspirin 80mg		500					
	Atorvastatin							
11	20mg Atorvastatin		4500					
12	40mg		3000					
13	ATS 1500iu		300					
14	Baclofen 10mg		400					
15	Betahistine 24mg		300					
	Bupivacaine							
16	0.5% heavy Butamirate		50					
17	citrate		2500					
18	Butorphanol		50					
19	Calcium + Vitamin D3		5500					
-	Carvedilol		500					
20	6.25mg Carvedilol							
21	25mg		500					
22	Ceftriaxone 1g		50					
23	Cefuroxime 500mg		5000					
	Cefuroxime		370					
24	750mg		3/0					

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

	Celecoxib				
25	200mg	2000			
26	Celecoxib 400mg	1000			
27	Cetirizine 10mg	1000			
	Chlorhexidine	30			
28	120ml Ciprofloxacin				
29 30	500mg Citicholine 1g	4000			
	Clindamycin				
31	300mg Clindamycin	2500			
32	600mg Cloxacillin	100			
33	500mg	4000			
34	Co-amoxiclav 625mg	4000			
35	Diclofenac 50mg	501			
36	Diphenhydrami ne	50			
37	Dydrogesteron e 10mg	200			
38	Eperisone 50mg	1000			
	Ferrous sulfate	1000			
39 40	325mg Folic acid 5mg	1000			
41	Furosemide	50			
42	Gliclazide 60mg	500			
43	Hydrocortisone 100mg	250			
44	Hydrocortisone 250mg	100			
45	Hypromellose	10			
46	Irbesartan 150mg	3000			
	Irbesartan + HCTZ				
47	150/12.5mg	200			
48	Irbesartan 300mg	3000			
49	Isoxsuprine 10mg	300			
50	Ketorolac 30mg	300			
51	Levofloxacin 500mg	200			
52	Lidocaine	50			
53	Losartan 50mg	2000			
54	Losartan 100mg	2000			
55	Magnesium sulfate	20			
56	Mecobalamin 500mcg	4000			
57	Mecobalamin 500mcg	50			
58	Mefenamic acid 500mg	2000			
59	Metformin 500mg	2000			
	Methylpredniso	300			
60	ne 16mg Metoclopramid				
61	e Metronidazole	50			
62	500mg	100 4500			
63	Multivitamins Mupirocin				
64	ointment Nifedipine	10			
65	10mg Nifedipine	200			
66	30mg	500			

	Omeprazole						
67	40mg	5000					
60	Omeprazole	150					
68	40mg Oral	150					
	Rehydrating						
69	solution	200					
70	Oxytocin	50					
	Paracetamol	3500					
71	500mg	3000					
72	Paracetamol 300mg	300					
12	Prednisone	000					
73	10mg	300					
	Ranitidine						
74	150mg	50					
75	Regular insulin	10					
76	Rocuronium	20					
	Rosuvastatin	2500					
77	20mg	3500					
78	Salbutamol	1000					
79	Sevoflurane	4					
	Sodium						
80	bicarbonate	400					
00	650mg Tramadol	400					
81	20mg/ml	300					
	Tranexamic	400					
82	500mg	100					
83	Trimatazidine 35mg	200					
84	Terbutaline	10				1	
-	Telmisartan						
85	40mg	7300					
86	Tetanus Toxoid	310					
	Valproic acid	100					
87	syrup Vitamin B	100				-	
88	Vitamin B complex	4000					
89	Vitamin K	50					
		particular col	ump in pot	oppliaghla i	ndianta dent	() or 7070	(0) 00

Note: If the particular column is not applicable indicate **dash** (-) or zero (0), as applicable.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and

Annex 9 FORM NO. 2

(Bidder's Company Letterhead)

Procurement of Drugs and Medicines for Army General Hospital Bid Ref. No. MED PABAC1 No. 002-23 Approved Budget Contract: Php3,200,000.00

For Goods Offered from Within the Philippines

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

1	2	3	4	5	6	7	8	9	10
Item	Descriptio n	Country of origin	Quantity	Unit price Exwper item	Transportati on and Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
1	Acetylcystein e 600mg		400		•				
2	Ambroxol 30mg/5ml syrup 60ml		124						
3	Amiodarone		10						
4	Amlodipine 10mg		4500						
5	Amlodipine 5mg		4500						
6	Amoxicillin 500mg		1000						
7	Ampicillin 250mg Ampicillin		50						
8	500mg		50						
9	Ascorbic Acid 500mg		5000						
10	Aspirin 80mg		500						
11	Atorvastatin 20mg		4500						
12	Atorvastatin 40mg		3000						
13	ATS 1500iu		300						
14	Baclofen 10mg		400						
15	Betahistine 24mg		300						
16	Bupivacaine 0.5% heavy		50						
17	Butamirate citrate		2500						
18	Butorphanol		50						
19	Calcium + Vitamin D3		5500						
20	Carvedilol 6.25mg		500						
21	Carvedilol 25mg		500						
22	Ceftriaxone 1g		50						
23	Cefuroxime 500mg		5000						
24	Cefuroxime 750mg		370						
25	Celecoxib 200mg		2000						

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

	Celecoxib				
26	400mg	1000	 		
27	Cetirizine 10mg	1000			
28	Chlorhexidin e 120ml	30			
29	Ciprofloxacin 500mg	4000			
30	Citicholine 1g	30			
	Clindamycin	2500			
31	300mg Clindamycin	100			
32	600mg Cloxacillin				
33	500mg Co-amoxiclav	4000			
34	625mg Diclofenac	4000			
35	50mg Diphenhydra	501			
36	Dydrogestero	50			
37	ne 10mg	200			
38	Eperisone 50mg	1000	 		
	Ferrous sulfate	1000			
39	325mg Folic acid	1000			
40	5mg	1000			
41	Furosemide Gliclazide	50			
42	60mg Hydrocortiso	500			
43	ne 100mg Hydrocortiso	250			
44	ne 250mg Hypromellos	100			
45	е	10			
46	Irbesartan 150mg	3000			
	Irbesartan + HCTZ	200			
47	150/12.5mg Irbesartan	200			
48	300mg Isoxsuprine	3000			
49	10mg Ketorolac	300			
50	30mg Levofloxacin	300			
51	500mg	200			
52	Lidocaine Losartan	50			
53	50mg Losartan	2000			
54	100mg	2000			
55	Magnesium sulfate	20	 		
56	Mecobalamin 500mcg	4000			
57	Mecobalamin 500mcg	50			
58	Mefenamic acid 500mg	2000			
59	Metformin 500mg	2000			
60	Methylpredni sone 16mg	300			
61	Metocloprami de	50			
62	Metronidazol e 500mg	100			
63	Multivitamins	4500			
64	Mupirocin ointment	10			
	Nifedipine	200			
65	10mg	200	 		

66	Nifedipine 30mg	500				
67	Omeprazole 40mg	5000				
07	Omeprazole					
68	40mg	150				
	Oral					
69	Rehydrating solution	200				
70	Oxytocin	50				
74	Paracetamol 500mg	3500				
71	Paracetamol					
72	300mg	300				
	Prednisone	200				
73	10mg	 300				
74	Ranitidine 150mg	50				
	Regular					
75	insulin	10				
76	Rocuronium	20				
	Rosuvastatin	3500				
77	20mg					
78	Salbutamol	1000				
79	Sevoflurane	4				
	Sodium bicarbonate					
80	650mg	400				
	Tramadol					
81	20mg/ml	300				
82	Tranexamic 500mg	100				
	Trimatazidine	000				
83	35mg	 200				
84	Terbutaline	10				
	Telmisartan	7300				
85	40mg Tetanus	7300				
86	Toxoid	310				
87	Valproic acid syrup	100				
	Vitamin B					
88	complex	4000		 		
89	Vitamin K	50				

Note: If the particular column is not applicable indicate **dash** (-) or zero (0), as applicable.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

