

# **PHILIPPINE BIDDING DOCUMENTS**

**for the**

## **Supply and Delivery of Drugs and Medicines/ Ampules/Vials (Framework Agreement)**

**Project Reference No.: BAC4-21-016-A**

**End-User: Property and Supply Division**

**UPM – PHILIPPINE GENERAL HOSPITAL**

# Preface

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

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

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

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

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

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

# Table of Contents

<b>Glossary of Acronyms, Terms, and Abbreviations .....</b>	<b>4</b>
<b>Section I. Invitation to Bid.....</b>	<b>7</b>
<b>Section II. Instructions to Bidders.....</b>	<b>10</b>
1. Scope of Bid .....	11
2. Funding Information.....	11
3. Bidding Requirements .....	11
4. Corrupt, Fraudulent, Collusive, and Coercive Practices .....	11
5. Eligible Bidders.....	12
6. Origin of Goods .....	13
7. Subcontracts .....	13
8. Pre-Bid Conference .....	13
9. Clarification and Amendment of Bidding Documents .....	13
10. Documents comprising the Bid: Eligibility and Technical Components .....	13
11. Documents comprising the Bid: Financial Component .....	14
12. Bid Prices .....	14
13. Bid and Payment Currencies .....	15
14. Bid Security .....	15
15. Sealing and Marking of Bids .....	16
16. Deadline for Submission of Bids .....	16
17. Opening and Preliminary Examination of Bids .....	16
18. Domestic Preference .....	16
19. Detailed Evaluation and Comparison of Bids .....	17
20. Post-Qualification .....	17
21. Signing of the Contract .....	18
<b>Section III. Bid Data Sheet .....</b>	<b>19</b>
<b>Section IV. General Conditions of Contract .....</b>	<b>28</b>
1. Scope of Contract .....	29
2. Advance Payment and Terms of Payment .....	29
3. Performance Security .....	29
4. Inspection and Tests .....	30
5. Warranty .....	30
6. Liability of the Supplier .....	30
<b>Section V. Special Conditions of Contract .....</b>	<b>31</b>
<b>Section VI. Schedule of Requirements .....</b>	<b>37</b>
<b>Section VII. Technical Specifications .....</b>	<b>52</b>
<b>Section VIII. Checklist of Technical and Financial Documents .....</b>	<b>56</b>

# ***Glossary of Acronyms, Terms, and Abbreviations***

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

## ***Section I. Invitation to Bid***

### **Notes on the Invitation to Bid**

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

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

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

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





University of the Philippines  
The Health Sciences Center  
**BIDS & AWARDS COMMITTEE 4**  
BAC Office, PGH Compound  
Taft Avenue, Manila  
Tel. No. 554-8400 local 3014 / 3015



## **INVITATION TO BID FOR *Supply and Delivery of Drugs and Medicines/Ampules/Vials* (Framework Agreement)**

1. The **University of the Philippines Manila – Philippine General Hospital (UPM-PGH)**, using a *single-year* for a duration of *one (1) year* Framework Agreement, through the *General Appropriations Act CY 2021* intends to apply the sum of **Five Hundred Seventy-Five Million, Eight Hundred Seventy-Seven Thousand, Six Hundred Fifty-Eight Pesos & 40/100 (Php575,877,658.40)**, inclusive of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies, *being the ABC to payments under the contract for each item. Bids received in excess of the total cost per item shall be automatically rejected.*
2. The **University of the Philippines Manila – Philippine General Hospital (UPM-PGH)** now invites bids for ***Supply and Delivery of Drugs and Medicines/Ampules/Vials (Framework Agreement)***. Delivery of the Goods will be on staggered basis. Bidders should have completed, within two (2) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from UPM-PGH BAC Secretariat and inspect the Bidding Documents at the address given below during office hours from 8:00AM to 4:30PM.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **06 May 2021** from the given address and website(s) below upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **(to be determined upon issuance of bid documents)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, or through electronic means.

6. The UPM-PGH will hold a **Pre-Bid Conference** on **14 May 2021, 9:30 AM** onwards at the **Dietary Department Function Room, 2nd Flr., Philippine General Hospital, Taft Avenue, Ermita, Manila**, which shall be open to prospective bidders and/or through video conferencing or webcasting via [ZOOM], which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address **Bids and Awards Committee Office, PGH Compound Taft Avenue Manila on or before 9:00 a.m., 28 May 2021. 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 **28 May 2021, 9:30 AM, at the Dietary Department Function Room, 2nd Flr., Philippine General Hospital, Taft Avenue, Ermita, Manila**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The UPM-PGH reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

**MICHELLE V. ALBA**

BAC 4 Secretary

UP-Philippine General Hospital

PGH Compound

Taft Avenue, Manila

Telephone No.: 554-8400 local 2064/2065

e-Mail Address: [mvalba1@up.edu.ph](mailto:mvalba1@up.edu.ph)

You may visit the following websites:

For downloading of Bidding Documents: [[www.philgeps.gov.ph](http://www.philgeps.gov.ph)]



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**Dean VICENTE Y. BELIZARIO, Jr., MD**

*Chairperson*

Bids and Awards Committee (BAC) 4

## ***Section II. Instructions to Bidders***

### **Notes on the Instructions to Bidders**

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

## 1. Scope of Bid

The Procuring Entity, UPM-PGH wishes to receive Bids for the ***Supply and Delivery of Drugs and Medicines/Ampules/Vials*** under a Framework Agreement, with identification number ***BAC4-21-016-A***.

The Procurement Project (referred to herein as “Project”) is composed of *one hundred eighty-eight (188) 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 ***General Appropriations Act CY 2021*** in the amount of **Five Hundred Seventy-Five Million, Eight Hundred Seventy-Seven Thousand, Six Hundred Fifty-Eight Pesos & 40/100 (PhP575,877,658.40)**.

2.2. The source of funding is:

a. NGA, the National Expenditure Program.

## 3. Bidding Requirements

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

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

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

## 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

## 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
  - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to to:
  - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
  - b. 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.
  - c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: *[Select either failure or monopoly of bidding based on market research conducted]*
    - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies]* of the ABC for this Project; and
    - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

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

## **6. Origin of Goods**

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

## **7. Subcontracts**

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address at the **Dietary Department Function Room, 2nd Flr., Philippine General Hospital, Taft Avenue, Ermita, Manila** and/or through {**ZOOM Meeting**} 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 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.
- 11.5. Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

## **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)**.

12.2. For Framework Agreement, the following should also apply in addition to Clause 12.1:

- a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.
- b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

### 13. Bid and Payment Currencies

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

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

### 14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> 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 *[indicate date]*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

14.3. In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice

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<sup>1</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.



on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

## **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**.
- 16.2. For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

## **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.

- 18.2. For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

## 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.
- a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
  - b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 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:  
Option 1 – One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## 20. Post-Qualification

- 20.1. For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a **Framework Agreement** among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the

bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.

- 20.2. 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, or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, }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**. For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification. }

## 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**.
- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.
- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
- a. Framework Agreement Form;
  - b. Bidding Documents;
  - c. Call-offs;
  - d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  - e. Performance Security or Performance Securing Declaration, as the case may be;
  - f. Notice to Execute Framework Agreement; and
  - g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

## ***Section III. Bid Data Sheet***

### **Notes on the Bid Data Sheet**

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

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

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

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

# Bid Data Sheet

ITB Clause																																																			
5.3	For this purpose, contracts similar to the Project shall be:  a. <b><i>Supply and Delivery of Drugs and Medicines – Ampules/Vials</i></b>  b. completed within <i>[indicate period]</i> prior to the deadline for the submission and receipt of bids.																																																		
7.1	<i>Subcontracting is not allowed</i>																																																		
12	The price of the Goods shall be quoted DDP <i>[state place of destination]</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.																																																		
14.1	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>[Indicate the amount equivalent to two percent (2%) of ABC]</i> , if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or																																																		
	b. The amount of not less than _____ <i>[Indicate the amount equivalent to five percent (5%) of ABC]</i> if bid security is in Surety Bond.																																																		
19.3	<table><tr><th>ITEM NO.</th><th>QTY</th><th>UNIT</th><th>ITEM DESCRIPTION</th><th>ABC PER UNIT (PHP)</th></tr><tr><td colspan="5">AMPULES/VIALS</td></tr><tr><td>1</td><td>720</td><td>pc.</td><td>Acetylcysteine 200mg/mL, 25mL vial/bottle (IV infusion)</td><td>1,813.00</td></tr><tr><td>2</td><td>4,200</td><td>pc.</td><td>Aciclovir 25mg/mL, 10mL vial (IV infusion)</td><td>936.77</td></tr><tr><td>3</td><td>4,300</td><td>pc.</td><td>Albumin Human 20%, 50mL bottle (IV, IV infusion)</td><td>4,700.00</td></tr><tr><td>4</td><td>6,000</td><td>pc.</td><td>Amikacin sulfate 125mg/mL , 2mL ampule/vial (IM, IV)</td><td>152.33</td></tr><tr><td>5</td><td>6,300</td><td>pc.</td><td>Amikacin sulfate 250mg/mL , 2mL ampule/vial (IM, IV)</td><td>219.00</td></tr><tr><td>6</td><td>1,000</td><td>pc.</td><td>Amiodarone hydrochloride 50 mg/mL, 3 mL ampul (IV)</td><td>560.00</td></tr><tr><td>7</td><td>600</td><td>pc.</td><td>Amphotericin B non lipid complex 50mg lyophilized powder, vial (IV infusion)</td><td>3,323.00</td></tr><tr><td>8</td><td>300</td><td>pc.</td><td>Amphotericin B Lipid Complex (as cholesteryl complex, colloidal dispersion) 50 mg vial (IV infusion)</td><td>10,973.00</td></tr></table>	ITEM NO.	QTY	UNIT	ITEM DESCRIPTION	ABC PER UNIT (PHP)	AMPULES/VIALS					1	720	pc.	Acetylcysteine 200mg/mL, 25mL vial/bottle (IV infusion)	1,813.00	2	4,200	pc.	Aciclovir 25mg/mL, 10mL vial (IV infusion)	936.77	3	4,300	pc.	Albumin Human 20%, 50mL bottle (IV, IV infusion)	4,700.00	4	6,000	pc.	Amikacin sulfate 125mg/mL , 2mL ampule/vial (IM, IV)	152.33	5	6,300	pc.	Amikacin sulfate 250mg/mL , 2mL ampule/vial (IM, IV)	219.00	6	1,000	pc.	Amiodarone hydrochloride 50 mg/mL, 3 mL ampul (IV)	560.00	7	600	pc.	Amphotericin B non lipid complex 50mg lyophilized powder, vial (IV infusion)	3,323.00	8	300	pc.	Amphotericin B Lipid Complex (as cholesteryl complex, colloidal dispersion) 50 mg vial (IV infusion)	10,973.00
ITEM NO.	QTY	UNIT	ITEM DESCRIPTION	ABC PER UNIT (PHP)																																															
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8	300	pc.	Amphotericin B Lipid Complex (as cholesteryl complex, colloidal dispersion) 50 mg vial (IV infusion)	10,973.00																																															

	9	1,200	pc.	Ampicillin + Sulbactam 1000 mg ampicillin + 500 mg sulbactam (IM, IV) (as sodium salt) per vial	300.00
	10	2,800	pc.	Ampicillin + Sulbactam 500 mg ampicillin + 250 mg sulbactam (IM, IV) (as sodium salt) per vial	442.65
	11	4,200	pc.	Ampicillin sodium 250mg vial (IM, IV)	220.00
	12	8,000	pc.	Ampicillin sodium 500mg vial (IM, IV)	54.00
	13	900	pc.	Asparaginase lyophilized powder, 10,000 IU vial (IV)	1,701.00
	14	25,000	pc.	Atracurium besilate 10mg/mL, 2.5mL ampule (IV)	472.00
	15	17,000	pc.	Atropine sulfate 1mg/mL, 1 mL ampul (IM, IV, SC)	37.12
	16	3,000	pc.	Azithromycin 500 mg powder, vial (IV infusion) (as base*/as dihydrate)	660.00
	17	1,200	pc.	Aztreonam 1g powder for injection (IV, IV Infusion)	900.00
	18	60	pc.	Beractant 25 mg/ml suspension, 8mL Intratracheal administration vial	18,007.08
	19	60	pc.	Beractant 25 mg/mL suspension, 4 mL Intratracheal administration vial	10,376.14
	20	100	pc.	Bleomycin sulfate powder, 15 IU ampul/vial (IM,IV)	2,200.00
	21	6,000	pc.	Bupivacaine Hydrochloride 0.5% 4 mL ampul (spinal) with 8% dextrose	457.50
	22	5,200	pc.	Bupivacaine Hydrochloride 0.5%, 10mL ampul/vial (local infiltration)	341.78
	23	7,300	pc.	Calcium folinate (leucovorin Ca) 10mg/mL, 5mL ampule/vial (IM, IV)	218.75
	24	21,800	pc.	Calcium Gluconate 10%, 10 mL ampul/vial (IV)	165.00
	25	1,300	pc.	Carbetocin 100 mcg/mL, 1 mL ampule/vial, solution for Injection (IV)	1,200.00
	26	1,700	pc.	Carboplatin 10mg/mL, 15mL vial (IV)	849.00
	27	2,200	pc.	Carboplatin 10mg/mL, 45mL vial (IV)	2,395.00
	28	26,000	pc.	Cefazolin sodium 1gm vial (IM, IV)	355.00
	29	5,000	pc.	Cefepime Hydrochloride 1gm vial (IM, IV)	248.00
	30	2,300	pc.	Cefepime Hydrochloride 2gms vial (IM, IV)	1,618.00
	31	1,400	pc.	Cefotaxime sodium 500 mg vial + 2 mL diluent (IM, IV)	47.34
	32	5,200	pc.	Cefoxitin sodium 1gm vial (IM, IV)	814.87
	33	12,000	pc.	Ceftazidime pentahydrate 1gm vial (IM, IV)	335.00
	34	38,000	pc.	Ceftriaxone disodium/sodium 1gm vial + 10mL diluent (IV)	385.00
	35	18,000	pc.	Cefuroxime sodium 750mg vial (IM, IV)	250.00
	36	900	pc.	Ciprofloxacin lactate 2mg/mL, 100mL vial (IV infusion)	299.90
	37	1,000	pc.	Cisplatin 1mg/mL, 10mL vial (IV)	260.00
	38	1,500	pc.	Cisplatin 1mg/mL, 50mL vial (IV)	672.69

39	9,500	pc.	Clindamycin phosphate 150mg/mL, 2mL ampule/vial (IM, IV)	361.70
40	12,000	pc.	Clindamycin phosphate 150mg/mL, 4mL ampule (IM, IV)	300.00
41	60	pc.	Clonidine hydrochloride 150mcg/mL, 1mL ampule (IV)	168.00
42	1,800	pc.	Cyclophosphamide 500mg vial powder (IV)	198.00
43	4,000	pc.	Cyclophosphamide 1gm vial powder (IV)	298.00
44	1,700	pc.	Cytarabine 100 mg/mL solution for injection, 1 mL (IM/SC/Intrathecal)	123.20
45	700	pc.	Cytarabine 100 mg/mL solution for injection, 5 mL (IM/SC/Intrathecal)	245.00
46	1,000	pc.	Cytarabine 100 mg/mL solution for injection, 10 mL (IM/SC/Intrathecal)	935.00
47	2,500	pc.	Colistin 2,000,000 IU lyophilized powder for injection (IV infusion)	2,400.00
48	1,100	pc.	Dacarbazine powder, 200mg vial (IV, IV infusion)	679.00
49	1,000	pc.	Dactinomycin powder, 500 micrograms vial (IV)	424.00
50	400	pc.	Deferoxamine mesilate powder, 500 mg vial (IM, IV infusion, SC)	183.32
51	25,000	pc.	Dexamethasone sodium phosphate 4 mg/mL, 2 mL ampul/vial (IM, IV)	70.00
52	10,000	pc.	Dexamethasone sodium phosphate 5mg/mL, 1mL ampule (IM, IV)	95.00
53	800	pc.	Diazepam 5 mg/mL, 2 mL ampul (IM, IV) (With PDEA Permit)	138.45
54	31,000	pc.	Diphenhydramine Hydrochloride 50 mg/mL, 1 mL ampul (IM, IV)	132.85
55	5,300	pc.	Dobutamine Hydrochloride 50mg/mL, 5ml ampule (IV infusion)	510.51
56	1,300	pc.	Docetaxel anhydrous 20 mg/0.5 mL, 0.5 mL vial (IV infusion)	1,900.00
57	1,800	pc.	Docetaxel anhydrous 40 mg/mL, 2 mL vial (IV infusion)	3,968.88
58	2,600	pc.	Dopamine Hydrochloride 40mg/mL 5mL vial/ampule (IV)	235.00
59	1,000	pc.	Doxorubicin Hydrochloride powder, 10mg vial or 2mg/mL, 5mL vial (IV)	161.00
60	1,300	pc.	Doxorubicin Hydrochloride powder, 50mg vial or 2mg/mL, 25mL vial (IV)	699.00
61	26,000	pc.	Enoxaparin sodium 100mg/mL, 0.4mL pre-filled syringe (SC)	740.00
62	15,000	pc.	Enoxaparin sodium 100mg/mL, 0.6mL pre-filled syringe (SC)	972.00
63	6,000	pc.	Ephedrine sulfate 50 mg/mL, 1 mL ampul (IM, IV) (With PDEA Permit)	86.50

64	32,000	pc.	Epinephrine Hydrochloride 1mg/mL, 1mL ampule (IV, IM, SC)	898.00
65	60	pc.	Epirubicin (as hydrochloride) powder, 10mg vial (IV)	668.00
66	60	pc.	Epirubicin (as hydrochloride) powder, 50mg vial (IV)	2,800.00
67	130	pc.	Epoetin alfa (recombinant human erythropoietin) 10,000 iu/mL PFS (IV, SC)	1,548.00
68	9,700	pc.	Epoetin alfa (recombinant human erythropoietin) 4000 IU/0.4 mL, pre-filled syringe (IV, SC)	600.00
69	30	pc.	Epoetin alfa (recombinant human erythropoietin) 2000 IU/0.5 mL, pre-filled syringe (IV, SC)	420.00
70	630	pc.	Epoetin beta (recombinant erythropoietin) 5000 IU/0.3 mL, pre-filled syringe with needle (IV, SC)	1,318.00
71	3,000	pc.	Ertapenem sodium 1gm powder vial (IM/IV)	3,088.56
72	800	pc.	Esmolol Hydrochloride 10mg/mL, 10mL vial (IV)	873.44
73	3,200	pc.	Etoposide 20mg/mL, 5mL ampule/vial (IV)	360.00
74	2,000	pc.	Famotidine 20 mg powder/lyophilized powder for injection, ampule/vial (IV)	212.34
75	30,400	pc.	Fentanyl citrate 50mcg/mL, 2mL amp (IV) (With PDEA Permit)	188.33
76	450	pc.	Filgrastim 150 micrograms/0.6 mL, vial (IV, SC)	1,076.00
77	4,500	pc.	Filgrastim 300 micrograms/1.2 mL, vial (IV, SC)	2,990.80
78	1,800	pc.	Fluconazole 2mg/mL, 100mL vial (IV infusion)	336.77
79	150	pc.	Flumazenil 100 micrograms/mL, 5 mL ampul (slow IV, IV infusion)	800.00
80	200	pc.	Fluphenazine (as decanoate) 25mg/mL, 1mL ampule (IM)	89.77
81	200	pc.	Fluorescein (as sodium salt) 10% (100mg/mL), 5 mL ampul (IV)	575.00
82	16,000	pc.	Fluorouracil 50 mg/mL, 10 mL ampul/vial (IV, IV infusion)	100.00
83	30	pc.	Fondaparinux sodium 2.5 mg/0.5 mL solution (IV, SC)	3,700.00
84	35,000	pc.	Furosemide 10 mg/mL, 2 mL ampul (IM, IV)	36.90
85	500	pc.	Ganciclovir sodium 500 mg vial (IV infusion)	1,826.47
86	1,400	pc.	Gemcitabine Hydrochloride 1gm vial (IV infusion)	2,995.00
87	1,200	pc.	Gemcitabine Hydrochloride 200mg vial (IV infusion)	828.00
88	1,000	pc.	Gentamicin sulfate 40mg/mL, 2mL ampule/vial (IM, IV)	40.00
89	17,000	pc.	Glucose (dextrose) 50%, 50mL vial (IV)	65.00



	90	600	pc.	Glyceryl trinitrate (nitroglycerin) 1mg/mL, 10mL ampule (IV infusion)	409.00
	91	40	pc.	Goserelin acetate 10.8mg depot solution pre-filled syringe (SC)	18,094.00
	92	40	pc.	Goserelin acetate 3.6mg depot solution, pre-filled syringe (SC)	6,153.00
	93	200	pc.	Haloperidol 5 mg/mL, 1 mL ampul (IM)	731.00
	94	10,600	pc.	Heparin sodium unfractionated 1,000 iu/mL, 5mL vial (IV infusion, SC) (bovine origin)	137.35
	95	500	pc.	Heparin sodium unfractionated 5000 IU/mL, 5 mL vial (IV infusion, SC) (bovine origin)	220.80
	96	80	pc.	Human recombinant tissue type plasminogen activator (alteplase) 50 mg powder for I.V. infusion	30,000.00
	97	700	pc.	Hydralazine Hydrochloride 20 mg/mL, 1 mL ampul (IM, IV)	230.00
	98	5,500	pc.	Hydrocortisone sodium succinate 50mg/mL, 2mL vial or 100mg powder vial (IV)	150.00
	99	700	pc.	Hydrocortisone sodium succinate 125 mg/mL, 2 mL vial (IV) or 250 mg powder vial (IV)	210.00
	100	1,500	pc.	Hyoscine-n-butylbromide 20mg/mL, 1mL ampule (IM, IV, SC)	63.00
	101	500	pc.	Ifosfamide powder, 2gms vial (IV infusion)	2,000.00
	102	500	pc.	Ifosfamide powder, 1g vial (IV infusion)	1,500.00
	103	1,100	pc.	Insulin, regular( recombinant DNA human) 100 IU/mL, 10mL vial (SC, IV/IM)	990.00
	104	1,200	pc.	Insulin, Biphasic Isophane Human 70/30 (recombinant DNA) 70% isophane suspension + 30% soluble insulin in 100 IU/mL, 10 mL vial (SC)	425.00
	105	1,400	pc.	Isophane Insulin Human (recombinant DNA) 100 IU/mL, 10 mL vial (SC)	450.00
	106	400	pc.	Isosorbide dinitrate 1mg/ml, 10mL ampule (IV)	544.01
	107	800	pc.	Irinotecan Hydrochloride 100 mg/5 mL concentrate, vial (IV infusion)	3,308.00
	108	180	pc.	Iron sucrose 20mg/mL, 5mL ampule (IV, IV infusion)	200.00
	109	500	pc.	Ketamine hydrochloride 50 mg/mL, 10 mL vial (IM, IV) (With PDEA Permit)	378.32
	110	26,400	pc.	Ketorolac tromethamol 30 mg/mL, 1 mL ampul (IM, IV)	92.30
	111	5,200	pc.	Levetiracetam 500 mg/5 mL (100 mg/mL) concentrate solution for IV infusion, 5 mL vial	1,735.00
	112	3,200	pc.	Levobupivacaine 5 mg/mL solution for injection, 10 mL ampule (Epidural/local infiltration)	230.00
	113	4,000	pc.	Levofloxacin 5 mg/mL solution for IV infusion 5mg/ml, 100mL vial	1,050.00
	114	20,200	pc.	Lidocaine Hydrochloride 2%, 5mL ampule/vial (IM/IV)	47.75

115	300	pc.	Lidocaine Hydrochloride 2%, 50mL ampule/vial (IM, IV)	65.00
116	1,500	pc.	Lidocaine Hydrochloride 2%, 1.8 mL carpule (with epinephrine) (local infiltration)	36.00
117	420	pc.	Linezolid 2 mg/mL (600 mg/300 mL), solution for infusion (IV)	3,819.70
118	1,900	pc.	Magnesium sulfate heptahydrate 250mg/mL, 20mL vial (IV)	95.00
119	19,000	pc.	Meropenem trihydrate 1g powder vial (IV)	950.00
120	6,500	pc.	Meropenem trihydrate 500mg powder vial (IV)	540.00
121	4,000	pc.	Mesna (sodium-2mercapto ethanesulphonate) 100mg/mL, 4mL ampule (IV)	160.00
122	2,800	pc.	Methotrexate 25 mg/mL, 2 mL ampul/vial (IM, IV, Intrathecal) (as base)	199.00
123	120	pc.	Methotrexate sodium 100mg/mL, 10mL vial (IM, IV, Intrathecal) (preservative free)	7,500.00
124	600	pc.	Methylergometrine (methylergonovine) (as hydrogen maleate or maleate) 200 micrograms/mL, 1 mL ampul (IM, IV)	64.89
125	1,020	pc.	Methylprednisolone 40 mg in single dose vial, solution for injection (IV, IM) (as sodium succinate)	669.00
126	1,400	pc.	Methylprednisolone lyophilized powder, 500 mg vial (IM, IV) (as sodium succinate)	2,285.00
127	12,800	pc.	Metoclopramide 5mg/mL, 2mL ampule (As Base and As Hydrochloride) (IM/IV)	35.15
128	6,700	pc.	Metronidazole 5 mg/mL, 100 mL vial (IV infusion)	90.00
129	60	pc.	Micafungin 50 mg lyophilized powder for infusion (IV)	5,500.00
130	6,200	pc.	Midazolam 1mg/mL, 5mL ampule or 5mg/mL, 1mL ampule (IM, IV) (With PDEA Permit)	106.90
131	3,300	pc.	Midazolam 5mg/mL, 3mL ampule (IM, IV) (With PDEA Permit)	215.84
132	740	pc.	Milrinone 10mg/ml, 10ml ampule (IV) (With Compassionate Special Permit)	920.00
133	5,700	pc.	Morphine Sulfate 10 mg/mL, 1 mL ampul (IM, IV, SC) or 16 mg/mL, 1 mL ampul (IM, IV) (With PDEA Permit)	75.90
134	3,100	pc.	Nalbuphine Hydrochloride 10 mg/mL, 1 mL ampul (IM, IV, SC) (With PDEA Permit)	103.00
135	10,400	pc.	Neostigmine 500 mcg/mL solution for injection (IM/IV/SC), 1 mL ampule	124.34
136	9,900	pc.	Nicardipine Hydrochloride 1mg/mL, 2mL ampule (IV)	390.00
137	16,300	pc.	Nicardipine Hydrochloride 1mg/mL, 10mL ampule (IV)	1,030.85
138	11,600	pc.	Norepinephrine bitartrate 1mg/mL, 2mL ampule (IV infusion)	97.33
139	15,000	pc.	Norepinephrine bitartrate 1mg/mL, 4mL ampule (IV infusion)	183.17
140	600	pc.	Octreotide acetate 100 micrograms/mL ampul (IV infusion)	650.00
141	31,800	pc.	Omeprazole powder, 40 mg vial + 10 mL solvent ampul/vial (IV)	480.60

142	4,300	pc.	Ondansetron 2mg/mL, 2mL ampule (IM, IV)	798.00
143	6,400	pc.	Ondansetron 2mg/mL, 4mL ampule (IM, IV)	484.00
144	10,600	pc.	Oxacillin sodium 500mg vial (IM, IV)	145.15
145	5,000	pc.	Oxaliplatin 50mg vial powder (IV Infusion)	2,480.00
146	13,200	pc.	Oxytocin (synthetic) 10 IU/mL, 1 mL ampul (IM, IV)	76.92
147	100	pc.	Paclitaxel 6mg/mL, 5mL vial (IV, IV infusion) (with special IV line)	928.88
148	2,600	pc.	Paclitaxel 6mg/mL, 16.7mL vial or 17mL vial (IV, IV infusion) (with special IV line)	2,488.00
149	900	pc.	Paclitaxel 6mg/mL, 25mL vial (IV, IV infusion) (with special IV line)	2,087.00
150	1,700	pc.	Paclitaxel 6mg/mL, 43.4mL vial (IV, IV infusion) (with special IV line)	6,879.00
151	140,000	pc.	Paracetamol 150mg/mL, 2mL ampule solution for injection (IM, IV)	37.10
152	120	pc.	Penicillin G benzathine (benzathine benzylpenicillin) 1,200,000 units vial (MR) (IM)	310.00
153	4,400	pc.	Penicillin G crystalline (benzylpenicillin) sodium 1,000,000 units vial (IM, IV)	27.00
154	300	pc.	Penicillin G crystalline (benzylpenicillin) sodium 5,000,000 units vial (IM, IV)	29.00
155	600	pc.	Phenylephrine hydrochloride 10mg/1mL vial (With Compassionate Special Permit) (IV/IV Infusion)	798.00
156	200	pc.	Phenytoin sodium 50mg/mL, 2mL ampule (IV)	831.50
157	6,000	pc.	Phytomenadione (phytonadione, vitamin K1) 10mg/mL, 1mL ampul (IM, IV, SC) (as mixed micelle)	50.00
158	15,000	pc.	Piperacillin + Tazobactam (as sodium salt) 2 g piperacillin + 250 mg tazobactam per vial (IV infusion)	593.00
159	45,000	pc.	Piperacillin + Tazobactam (as sodium salt) 4 g piperacillin + 500 mg tazobactam per vial (IV infusion)	976.90
160	13,500	pc.	Polymyxin B sulfate 500,000 Units powder for solution for injection (Intrathecal/IM/IV), 5 mL vial	2,388.00
161	4,700	pc.	Potassium chloride 2meq/mL, 20mL vial (IV infusion)	58.00
162	12,600	pc.	Propofol 10mg/mL, 20mL ampule/vial (IV)	510.00
163	300	pc.	Protamine sulfate 10mg/mL, 5mL ampule (IV)	948.00
164	900	pc.	Remifentanyl 1mg lyophilized powder vial (IV Infusion) (With PDEA Permit)	1,500.00
165	50	pc.	Rituximab 10mg/mL, 50mL vial (IV)	82,127.48
166	6,000	pc.	Rocuronium bromide 10 mg/mL, 5 mL ampul/vial (IV)	728.00
167	420	pc.	Ropivacaine Hydrochloride 10mg/mL, 10mL ampule (IV)	413.50
168	5,700	pc.	Sodium bicarbonate 1mEq/mL, 50mL ampul/vial (adult) (IV infusion)	210.00
169	8,500	pc.	Sodium Chloride 2.5mEq/mL, 20mL vial	65.00

	170	70	pc.	Somatostatin 250mcg ampule/vial (IV, IV infusion)	859.20
	171	300	pc.	Somatostatin 3mg ampule/vial (IV, IV infusion)	4,828.00
	172	3,000	pc.	Sterile water for injection 100mL bottle/bag (no preservative)	54.60
	173	40,000	pc.	Sterile water for injection 50mL bottle/bag (no preservative)	53.79
	174	120	pc.	Streptokinase powder, 1,500,000 IU vial (IV infusion)	6,500.00
	175	1,000	pc.	Sugammadex 100 mg/mL solution for injection (IV), 2 mL vial	5,540.90
	176	800	pc.	Suxamethonium (succinylcholine) chloride 20 mg/mL, 10 mL vial (IV)	303.15
	177	200	pc.	Terbutaline sulfate 500mcg/mL, 1mL ampule (IM, IV, SC)	98.77
	178	23,000	pc.	Tramadol Hydrochloride 50mg/mL, 1mL ampule (IM, IV, SC)	47.41
	179	7,800	pc.	Tranexamic acid 100mg/mL, 5mL ampule (IM, IV)	99.00
	180	2,500	pc.	Trastuzumab 150 mg lyophilized powder (IV infusion) vial	11,499.95
	181	59	pc.	Trastuzumab 600 mg/5 mL (120 mg/mL) solution for injection (SC), 5 mL vial	51,916.80
	182	1,100	pc.	Valproic Acid 500 mg/ 5mL IV infusion, 5 mL vial	2,896.48
	183	15,000	pc.	Vancomycin Hydrochloride 500mg vial (IV)	183.75
	184	180	pc.	Verapamil Hydrochloride 2.5 mg/mL, 2 mL ampul (IV)	430.00
	185	250	pc.	Vinblastine sulfate 1 mg/mL, 10 mL vial (IV)	890.00
	186	420	pc.	Vincristine sulfate 1 mg/mL, 1 mL vial (IV)	398.00
	187	600	pc.	Vincristine sulfate 1 mg/mL, 2 mL vial (IV)	515.00
	188	100	pc.	Vitamin B1 B6 B12 100 mg B1 + 100 mg B6 + 1 mg B12 per 3 Ml ampul (IV)	65.00
	<b>Total ABC: PhP575,877,658.40</b>				
20.2	1. Latest Income and Business Tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS)  2. License to Operate (LTO) if applicable.				
21.2	Not applicable				

## ***Section IV. General Conditions of Contract***

### **Notes on the General Conditions of Contract**

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

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

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

## **1. Scope of Contract**

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

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

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

## **2. Advance Payment and Terms of Payment**

- 2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.
- 2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.
- 2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

## **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. *In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.*

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

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

#### **5. Warranty**

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

#### **6. Liability of the Supplier**

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

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

## ***Section V. Special Conditions of Contract***

### **Notes on the Special Conditions of Contract**

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

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

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

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



## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is the assigned staff.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> </ol>

	<p>d. 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><b>Spare Parts –</b></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>
	<p>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</p> <p>b. in the event of termination of production of the spare parts:</p> <p>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</p> <p>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</p> <p>The spare parts and other components required are listed in <b>Section VI (Schedule of Requirements)</b> 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>See attached Terms and Conditions</i>].</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within [<i>See attached Terms and Conditions</i>] months of placing the order.</p>
	<p><b>Packaging –</b></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</p> <p>Name of the Supplier</p> <p>Contract Description</p> <p>Final Destination</p> <p>Gross weight</p> <p>Any special lifting instructions</p> <p>Any special handling instructions</p> <p>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><b>Transportation –</b></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><b>Intellectual Property Rights –</b></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>

4	The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i>
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## ***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.

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>

[Use this form for Framework Agreement:]

## ***Framework Agreement List***

Limited to repeatedly required goods and services that are identified to be necessary and desirable, but, by its nature, use or characteristic, the quantity and/ or exact time of need cannot be accurately pre-determined and are not advisable to be carried in stock.

Prepared by the End-User, attached to the APP and submitted to the BAC for the approval of the HOPE.

<b>FRAMEWORK AGREEMENT LIST</b> <b>UP- PHILIPPINE GENERAL HOSPITAL</b>				
<b>Item / Service</b> <b>Type and nature of each item/service</b>		<b>Cost per</b> <b>item or</b> <b>service</b>	<b>Maximum</b> <b>Quantity</b>	<b>Total Cost per</b> <b>Item</b>
<b>AMPULES/ VIALS</b>				
1	Acetylcysteine 200mg/mL, 25mL vial/bottle (IV infusion)	1,813.00	720	1,305,360.00
2	Aciclovir 25mg/mL, 10mL vial (IV infusion)	936.77	4,200	3,934,434.00
3	Albumin Human 20%, 50mL bottle (IV, IV infusion)	4,700.00	4,300	20,210,000.00
4	Amikacin sulfate 125mg/mL , 2mL ampule/vial (IM, IV)	152.33	6,000	913,980.00
5	Amikacin sulfate 250mg/mL , 2mL ampule/vial (IM, IV)	219.00	6,300	1,379,700.00
6	Amiodarone hydrochloride 50 mg/mL, 3 mL ampul (IV)	560.00	1,000	560,000.00
7	Amphotericin B non lipid complex 50mg lyophilized powder, vial (IV infusion)	3,323.00	600	1,993,800.00
8	Amphotericin B Lipid Complex (as cholesteryl complex, colloidal dispersion) 50 mg vial (IV infusion)	10,973.00	300	3,291,900.00
9	Ampicillin + Sulbactam 1000 mg ampicillin + 500 mg sulbactam (IM, IV) (as sodium salt) per vial	300.00	1,200	360,000.00
10	Ampicillin + Sulbactam 500 mg ampicillin + 250 mg sulbactam (IM, IV) (as sodium salt) per vial	442.65	2,800	1,239,420.00
11	Ampicillin sodium 250mg vial (IM, IV)	220.00	4,200	924,000.00
12	Ampicillin sodium 500mg vial (IM, IV)	54.00	8,000	432,000.00

13	Asparaginase lyophilized powder, 10,000 IU vial (IV)	1,701.00	900	1,530,900.00
14	Atracurium besilate 10mg/mL, 2.5mL ampule (IV)	472.00	25,000	11,800,000.00
15	Atropine sulfate 1mg/mL, 1 mL ampul (IM, IV, SC)	37.12	17,000	631,040.00
16	Azithromycin 500 mg powder, vial (IV infusion) (as base*/as dihydrate)	660.00	3,000	1,980,000.00
17	Aztreonam 1g powder for injection (IV, IV Infusion)	900.00	1,200	1,080,000.00
18	Beractant 25 mg/ml suspension, 8mL Intratracheal administration vial	18,007.08	60	1,080,424.80
19	Beractant 25 mg/mL suspension, 4 mL Intratracheal administration vial	10,376.14	60	622,568.40
20	Bleomycin sulfate powder, 15 IU ampul/vial (IM,IV)	2,200.00	100	220,000.00
21	Bupivacaine Hydrochloride 0.5% 4 mL ampul (spinal) with 8% dextrose	457.50	6,000	2,745,000.00
22	Bupivacaine Hydrochloride 0.5%, 10mL ampul/vial (local infiltration)	341.78	5,200	1,777,256.00
23	Calcium folinate (leucovorin Ca) 10mg/mL, 5mL ampule/vial (IM, IV)	218.75	7,300	1,596,875.00
24	Calcium Gluconate 10%, 10 mL ampul/vial (IV)	165.00	21,800	3,597,000.00
25	Carbetocin 100 mcg/mL, 1 mL ampule/vial, solution for Injection (IV)	1,200.00	1,300	1,560,000.00
26	Carboplatin 10mg/mL, 15mL vial (IV)	849.00	1,700	1,443,300.00
27	Carboplatin 10mg/mL, 45mL vial (IV)	2,395.00	2,200	5,269,000.00
28	Cefazolin sodium 1gm vial (IM, IV)	355.00	26,000	9,230,000.00
29	Cefepime Hydrochloride 1gm vial (IM, IV)	248.00	5,000	1,240,000.00
30	Cefepime Hydrochloride 2gms vial (IM, IV)	1,618.00	2,300	3,721,400.00
31	Cefotaxime sodium 500 mg vial + 2 mL diluent (IM, IV)	47.34	1,400	66,276.00
32	Cefoxitin sodium 1gm vial (IM, IV)	814.87	5,200	4,237,324.00
33	Ceftazidime pentahydrate 1gm vial (IM, IV)	335.00	12,000	4,020,000.00
34	Ceftriaxone disodium/sodium 1gm vial + 10mL diluent (IV)	385.00	38,000	14,630,000.00
35	Cefuroxime sodium 750mg vial (IM, IV)	250.00	18,000	4,500,000.00



36	Ciprofloxacin lactate 2mg/mL, 100mL vial (IV infusion)	299.90	900	269,910.00
37	Cisplatin 1mg/mL, 10mL vial (IV)	260.00	1,000	260,000.00
38	Cisplatin 1mg/mL, 50mL vial (IV)	672.69	1,500	1,009,035.00
39	Clindamycin phosphate 150mg/mL, 2mL ampule/vial (IM, IV)	361.70	9,500	3,436,150.00
40	Clindamycin phosphate 150mg/mL, 4mL ampule (IM, IV)	300.00	12,000	3,600,000.00
41	Clonidine hydrochloride 150mcg/mL, 1mL ampule (IV)	168.00	60	10,080.00
42	Cyclophosphamide 500mg vial powder (IV)	198.00	1,800	356,400.00
43	Cyclophosphamide 1gm vial powder (IV)	298.00	4,000	1,192,000.00
44	Cytarabine 100 mg/mL solution for injection, 1 mL (IM/SC/Intrathecal)	123.20	1,700	209,440.00
45	Cytarabine 100 mg/mL solution for injection, 5 mL (IM/SC/Intrathecal)	245.00	700	171,500.00
46	Cytarabine 100 mg/mL solution for injection, 10 mL (IM/SC/Intrathecal)	935.00	1,000	935,000.00
47	Colistin 2,000,000 IU lyophilized powder for injection (IV infusion)	2,400.00	2,500	6,000,000.00
48	Dacarbazine powder, 200mg vial (IV, IV infusion)	679.00	1,100	746,900.00
49	Dactinomycin powder, 500 micrograms vial (IV)	424.00	1,000	424,000.00
50	Deferoxamine mesilate powder, 500 mg vial (IM, IV infusion, SC)	183.32	400	73,328.00
51	Dexamethasone sodium phosphate 4 mg/mL, 2 mL ampul/vial (IM, IV)	70.00	25,000	1,750,000.00
52	Dexamethasone sodium phosphate 5mg/mL, 1mL ampule (IM, IV)	95.00	10,000	950,000.00
53	Diazepam 5 mg/mL, 2 mL ampul (IM, IV) (With PDEA Permit)	138.45	800	110,760.00
54	Diphenhydramine Hydrochloride 50 mg/mL, 1 mL ampul (IM, IV)	132.85	31,000	4,118,350.00
55	Dobutamine Hydrochloride 50mg/mL, 5ml ampule (IV infusion)	510.51	5,300	2,705,703.00
56	Docetaxel anhydrous 20 mg/0.5 mL, 0.5 mL vial (IV infusion)	1,900.00	1,300	2,470,000.00
57	Docetaxel anhydrous 40 mg/mL, 2 mL vial (IV infusion)	3,968.88	1,800	7,143,984.00
58	Dopamine Hydrochloride 40mg/mL 5mL vial/ampule (IV)	235.00	2,600	611,000.00

59	Doxorubicin Hydrochloride powder, 10mg vial or 2mg/mL, 5mL vial (IV)	161.00	1,000	161,000.00
60	Doxorubicin Hydrochloride powder, 50mg vial or 2mg/mL, 25mL vial (IV)	699.00	1,300	908,700.00
61	Enoxaparin sodium 100mg/mL, 0.4mL pre-filled syringe (SC)	740.00	26,000	19,240,000.00
62	Enoxaparin sodium 100mg/mL, 0.6mL pre-filled syringe (SC)	972.00	15,000	14,580,000.00
63	Ephedrine sulfate 50 mg/mL, 1 mL ampul (IM, IV) (With PDEA Permit)	86.50	6,000	519,000.00
64	Epinephrine Hydrochloride 1mg/mL, 1mL ampule (IV, IM, SC)	898.00	32,000	28,736,000.00
65	Epirubicin (as hydrochloride) powder, 10mg vial (IV)	668.00	60	40,080.00
66	Epirubicin (as hydrochloride) powder, 50mg vial (IV)	2,800.00	60	168,000.00
67	Epoetin alfa (recombinant human erythropoietin) 10,000 iu/mL PFS (IV, SC)	1,548.00	130	201,240.00
68	Epoetin alfa (recombinant human erythropoietin) 4000 IU/0.4 mL, pre-filled syringe (IV, SC)	600.00	9,700	5,820,000.00
69	Epoetin alfa (recombinant human erythropoietin) 2000 IU/0.5 mL, pre-filled syringe (IV, SC)	420.00	30	12,600.00
70	Epoetin beta (recombinant erythropoietin) 5000 IU/0.3 mL, pre-filled syringe with needle (IV, SC)	1,318.00	630	830,340.00
71	Ertapenem sodium 1gm powder vial (IM/IV)	3,088.56	3,000	9,265,680.00
72	Esmolol Hydrochloride 10mg/mL, 10mL vial (IV)	873.44	800	698,752.00
73	Etoposide 20mg/mL, 5mL ampule/vial (IV)	360.00	3,200	1,152,000.00
74	Famotidine 20 mg powder/lyophilized powder for injection, ampule/vial (IV)	212.34	2,000	424,680.00
75	Fentanyl citrate 50mcg/mL, 2mL amp (IV) (With PDEA Permit)	188.33	30,400	5,725,232.00
76	Filgrastim 150 micrograms/0.6 mL, vial (IV, SC)	1,076.00	450	484,200.00
77	Filgrastim 300 micrograms/1.2 mL, vial (IV, SC)	2,990.80	4,500	13,458,600.00
78	Fluconazole 2mg/mL, 100mL vial (IV infusion)	336.77	1,800	606,186.00
79	Flumazenil 100 micrograms/mL, 5 mL ampul (slow IV, IV infusion)	800.00	150	120,000.00

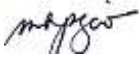
80	Fluphenazine (as decanoate) 25mg/mL, 1mL ampule (IM)	89.77	200	17,954.00
81	Fluorescein (as sodium salt) 10% (100mg/mL), 5 mL ampul (IV)	575.00	200	115,000.00
82	Fluorouracil 50 mg/mL, 10 mL ampul/vial (IV, IV infusion)	100.00	16,000	1,600,000.00
83	Fondaparinux sodium 2.5 mg/0.5 mL solution (IV, SC)	3,700.00	30	111,000.00
84	Furosemide 10 mg/mL, 2 mL ampul (IM, IV)	36.90	35,000	1,291,500.00
85	Ganciclovir sodium 500 mg vial (IV infusion)	1,826.47	500	913,235.00
86	Gemcitabine Hydrochloride 1gm vial (IV infusion)	2,995.00	1,400	4,193,000.00
87	Gemcitabine Hydrochloride 200mg vial (IV infusion)	828.00	1,200	993,600.00
88	Gentamicin sulfate 40mg/mL, 2mL ampule/vial (IM, IV)	40.00	1,000	40,000.00
89	Glucose (dextrose) 50%, 50mL vial (IV)	65.00	17,000	1,105,000.00
90	Glyceryl trinitrate (nitroglycerin) 1mg/mL, 10mL ampule (IV infusion)	409.00	600	245,400.00
91	Goserelin acetate 10.8mg depot solution pre-filled syringe (SC)	18,094.00	40	723,760.00
92	Goserelin acetate 3.6mg depot solution, pre-filled syringe (SC)	6,153.00	40	246,120.00
93	Haloperidol 5 mg/mL, 1 mL ampul (IM)	731.00	200	146,200.00
94	Heparin sodium unfractionated 1,000 iu/mL, 5mL vial (IV infusion, SC) (bovine origin)	137.35	10,600	1,455,910.00
95	Heparin sodium unfractionated 5000 IU/mL, 5 mL vial (IV infusion, SC) (bovine origin)	220.80	500	110,400.00
96	Human recombinant tissue type plasminogen activator (alteplase) 50 mg powder for I.V. infusion	30,000.00	80	2,400,000.00
97	Hydralazine Hydrochloride 20 mg/mL, 1 mL ampul (IM, IV)	230.00	700	161,000.00
98	Hydrocortisone sodium succinate 50mg/mL, 2mL vial or 100mg powder vial (IV)	150.00	5,500	825,000.00
99	Hydrocortisone sodium succinate 125 mg/mL, 2 mL vial (IV) or 250 mg powder vial (IV)	210.00	700	147,000.00
100	Hyoscine-n-butylbromide 20mg/mL, 1mL ampule (IM, IV, SC)	63.00	1,500	94,500.00
101	Ifosfamide powder, 2gms vial (IV infusion)	2,000.00	500	1,000,000.00
102	Ifosfamide powder, 1g vial (IV infusion)	1,500.00	500	750,000.00

103	Insulin, regular( recombinant DNA human) 100 IU/mL, 10mL vial (SC, IV/IM)	990.00	1,100	1,089,000.00
104	Insulin, Biphasic Isophane Human 70/30 (recombinant DNA) 70% isophane suspension + 30% soluble insulin in 100 IU/mL, 10 mL vial (SC)	425.00	1,200	510,000.00
105	Isophane Insulin Human (recombinant DNA) 100 IU/mL, 10 mL vial (SC)	450.00	1,400	630,000.00
106	Isosorbide dinitrate 1mg/ml, 10mL ampule (IV)	544.01	400	217,604.00
107	Irinotecan Hydrochloride 100 mg/5 mL concentrate, vial (IV infusion)	3,308.00	800	2,646,400.00
108	Iron sucrose 20mg/mL, 5mL ampule (IV, IV infusion)	200.00	180	36,000.00
109	Ketamine hydrochloride 50 mg/mL, 10 mL vial (IM, IV) (With PDEA Permit)	378.32	500	189,160.00
110	Ketorolac tromethamol 30 mg/mL, 1 mL ampul (IM, IV)	92.30	26,400	2,436,720.00
111	Levetiracetam 500 mg/5 mL (100 mg/mL) concentrate solution for IV infusion, 5 mL vial	1,735.00	5,200	9,022,000.00
112	Levobupivacaine 5 mg/mL solution for injection, 10 mL ampule (Epidural/local infiltration)	230.00	3,200	736,000.00
113	Levofloxacin 5 mg/mL solution for IV infusion 5mg/ml, 100mL vial	1,050.00	4,000	4,200,000.00
114	Lidocaine Hydrochloride 2%, 5mL ampule/vial (IM/IV)	47.75	20,200	964,550.00
115	Lidocaine Hydrochloride 2%, 50mL ampule/vial (IM, IV)	65.00	300	19,500.00
116	Lidocaine Hydrochloride 2%, 1.8 mL carpule (with epinephrine) (local infiltration)	36.00	1,500	54,000.00
117	Linezolid 2 mg/mL (600 mg/300 mL), solution for infusion (IV)	3,819.70	420	1,604,274.00
118	Magnesium sulfate heptahydrate 250mg/mL, 20mL vial (IV)	95.00	1,900	180,500.00
119	Meropenem trihydrate 1g powder vial (IV)	950.00	19,000	18,050,000.00
120	Meropenem trihydrate 500mg powder vial (IV)	540.00	6,500	3,510,000.00
121	Mesna (sodium-2mercapto ethanesulphonate) 100mg/mL, 4mL ampule (IV)	160.00	4,000	640,000.00
122	Methotrexate 25 mg/mL, 2 mL ampul/vial (IM, IV, Intrathecal) (as base)	199.00	2,800	557,200.00
123	Methotrexate sodium 100mg/mL, 10mL vial (IM, IV, Intrathecal) (preservative free)	7,500.00	120	900,000.00

124	Methylergometrine (methylergonovine) (as hydrogen maleate or maleate) 200 micrograms/mL, 1 mL ampul (IM, IV)	64.89	600	38,934.00
125	Methylprednisolone 40 mg in single dose vial, solution for injection (IV, IM) (as sodium succinate)	669.00	1,020	682,380.00
126	Methylprednisolone lyophilized powder, 500 mg vial (IM, IV) (as sodium succinate)	2,285.00	1,400	3,199,000.00
127	Metoclopramide 5mg/mL, 2mL ampule (As Base and As Hydrochloride) (IM/IV)	35.15	12,800	449,920.00
128	Metronidazole 5 mg/mL, 100 mL vial (IV infusion)	90.00	6,700	603,000.00
129	Micafungin 50 mg lyophilized powder for infusion (IV)	5,500.00	60	330,000.00
130	Midazolam 1mg/mL, 5mL ampule or 5mg/mL, 1mL ampule (IM, IV) (With PDEA Permit)	106.90	6,200	662,780.00
131	Midazolam 5mg/mL, 3mL ampule (IM, IV) (With PDEA Permit)	215.84	3,300	712,272.00
132	Milrinone 10mg/mL, 10mL ampule (IV) (With Compassionate Special Permit)	920.00	740	680,800.00
133	Morphine Sulfate 10 mg/mL, 1 mL ampul (IM, IV, SC) or 16 mg/mL, 1 mL ampul (IM, IV) (With PDEA Permit)	75.90	5,700	432,630.00
134	Nalbuphine Hydrochloride 10 mg/mL, 1 mL ampul (IM, IV, SC) (With PDEA Permit)	103.00	3,100	319,300.00
135	Neostigmine 500 mcg/mL solution for injection (IM/IV/SC), 1 mL ampule	124.34	10,400	1,293,136.00
136	Nicardipine Hydrochloride 1mg/mL, 2mL ampule (IV)	390.00	9,900	3,861,000.00
137	Nicardipine Hydrochloride 1mg/mL, 10mL ampule (IV)	1,030.85	16,300	16,802,855.00
138	Norepinephrine bitartrate 1mg/mL, 2mL ampule (IV infusion)	97.33	11,600	1,129,028.00
139	Norepinephrine bitartrate 1mg/mL, 4mL ampule (IV infusion)	183.17	15,000	2,747,550.00
140	Octreotide acetate 100 micrograms/mL ampul (IV infusion)	650.00	600	390,000.00
141	Omeprazole powder, 40 mg vial + 10 mL solvent ampul/vial (IV)	480.60	31,800	15,283,080.00
142	Ondansetron 2mg/mL, 2mL ampule (IM, IV)	798.00	4,300	3,431,400.00
143	Ondansetron 2mg/mL, 4mL ampule (IM, IV)	484.00	6,400	3,097,600.00

144	Oxacillin sodium 500mg vial (IM, IV)	145.15	10,600	1,538,590.00
145	Oxaliplatin 50mg vial powder (IV Infusion)	2,480.00	5,000	12,400,000.00
146	Oxytocin (synthetic) 10 IU/mL, 1 mL ampul (IM, IV)	76.92	13,200	1,015,344.00
147	Paclitaxel 6mg/mL, 5mL vial (IV, IV infusion) (with special IV line)	928.88	100	92,888.00
148	Paclitaxel 6mg/mL, 16.7mL vial or 17mL vial (IV, IV infusion) (with special IV line)	2,488.00	2,600	6,468,800.00
149	Paclitaxel 6mg/mL, 25mL vial (IV, IV infusion) (with special IV line)	2,087.00	900	1,878,300.00
150	Paclitaxel 6mg/mL, 43.4mL vial (IV, IV infusion) (with special IV line)	6,879.00	1,700	11,694,300.00
151	Paracetamol 150mg/mL, 2mL ampule solution for injection (IM, IV)	37.10	140,000	5,194,000.00
152	Penicillin G benzathine (benzathine benzylpenicillin) 1,200,000 units vial (MR) (IM)	310.00	120	37,200.00
153	Penicillin G crystalline (benzylpenicillin) sodium 1,000,000 units vial (IM, IV)	27.00	4,400	118,800.00
154	Penicillin G crystalline (benzylpenicillin) sodium 5,000,000 units vial (IM, IV)	29.00	300	8,700.00
155	Phenylephrine hydrochloride 10mg/1mL vial (With Compassionate Special Permit) (IV/IV Infusion)	798.00	600	478,800.00
156	Phenytoin sodium 50mg/mL, 2mL ampule (IV)	831.50	200	166,300.00
157	Phytonadione (phytonadione, vitamin K1) 10mg/mL, 1mL ampul (IM, IV, SC) (as mixed micelle)	50.00	6,000	300,000.00
158	Piperacillin + Tazobactam (as sodium salt) 2 g piperacillin + 250 mg tazobactam per vial (IV infusion)	593.00	15,000	8,895,000.00
159	Piperacillin + Tazobactam (as sodium salt) 4 g piperacillin + 500 mg tazobactam per vial (IV infusion)	976.90	45,000	43,960,500.00
160	Polymyxin B sulfate 500,000 Units powder for solution for injection (Intrathecal/IM/IV), 5 mL vial	2,388.00	13,500	32,238,000.00
161	Potassium chloride 2meq/mL, 20mL vial (IV infusion)	58.00	4,700	272,600.00
162	Propofol 10mg/mL, 20mL ampule/vial (IV)	510.00	12,600	6,426,000.00
163	Protamine sulfate 10mg/mL, 5mL ampule (IV)	948.00	300	284,400.00

164	Remifentanyl 1mg lyophilized powder vial (IV Infusion) (With PDEA Permit)	1,500.00	900	1,350,000.00
165	Rituximab 10mg/mL, 50mL vial (IV)	82,127.48	50	4,106,374.00
166	Rocuronium bromide 10 mg/mL, 5 mL ampul/vial (IV)	728.00	6,000	4,368,000.00
167	Ropivacaine Hydrochloride 10mg/mL, 10mL ampule (IV)	413.50	420	173,670.00
168	Sodium bicarbonate 1mEq/mL, 50mL ampul/vial (adult) (IV infusion)	210.00	5,700	1,197,000.00
169	Sodium Chloride 2.5mEq/mL, 20mL vial	65.00	8,500	552,500.00
170	Somatostatin 250mcg ampule/vial (IV, IV infusion)	859.20	70	60,144.00
171	Somatostatin 3mg ampule/vial (IV, IV infusion)	4,828.00	300	1,448,400.00
172	Sterile water for injection 100mL bottle/bag (no preservative)	54.60	3,000	163,800.00
173	Sterile water for injection 50mL bottle/bag (no preservative)	53.79	40,000	2,151,600.00
174	Streptokinase powder, 1,500,000 IU vial (IV infusion)	6,500.00	120	780,000.00
175	Sugammadex 100 mg/mL solution for injection (IV), 2 mL vial	5,540.90	1,000	5,540,900.00
176	Suxamethonium (succinylcholine) chloride 20 mg/mL, 10 mL vial (IV)	303.15	800	242,520.00
177	Terbutaline sulfate 500mcg/mL, 1mL ampule (IM, IV, SC)	98.77	200	19,754.00
178	Tramadol Hydrochloride 50mg/mL, 1mL ampule (IM, IV, SC)	47.41	23,000	1,090,430.00
179	Tranexamic acid 100mg/mL, 5mL ampule (IM, IV)	99.00	7,800	772,200.00
180	Trastuzumab 150 mg lyophilized powder (IV infusion) vial	11,499.95	2,500	28,749,875.00
181	Trastuzumab 600 mg/5 mL (120 mg/mL) solution for injection (SC), 5 mL vial	51,916.80	59	3,063,091.20
182	Valproic Acid 500 mg/ 5mL IV infusion, 5 mL vial	2,896.48	1,100	3,186,128.00
183	Vancomycin Hydrochloride 500mg vial (IV)	183.75	15,000	2,756,250.00
184	Verapamil Hydrochloride 2.5 mg/mL, 2 mL ampul (IV)	430.00	180	77,400.00
185	Vinblastine sulfate 1 mg/mL, 10 mL vial (IV)	890.00	250	222,500.00
186	Vincristine sulfate 1 mg/mL, 1 mL vial (IV)	398.00	420	167,160.00

187	Vincristine sulfate 1 mg/mL, 2 mL vial (IV)	515.00	600	309,000.00
188	Vitamin B1 B6 B12 100 mg B1 + 100 mg B6 + 1 mg B12 per 3 Ml ampul (IV)	65.00	100	6,500.00
	<b>Note: Supply and Delivery of Drugs and Medicines/Ampules/Vials for CY 2021</b>			
TOTAL (Approved Budget for the Contract)				<b>₱575,877,658.40</b>
Expected delivery timeframe after receipt of a Call-Off.		<i>Within Seven (7) Calendar Days upon issuance of Call-Off.</i>		
Remarks		<i>Please refer to the Terms and Conditions</i>		
 <b>MARIA BERNADETTE P. IDJAO, MMPA</b>		CHIEF ADMINIS TRATIVE OFFICER	PROPERTY AND SUPPLY DIVISION, PGH	
SIGNATURE OVER PRINTED NAME		POSITION	DEPARTMENT/DIVISION	



## **TERMS AND CONDITIONS (FRAMEWORK AGREEMENT)**

<b>TERMS AND CONDITIONS</b>
1. Indicate the brand and packaging of the items offered.
2. Submit Memorandum of Agreement (MOA) and Certificate of exclusive/authorized distributorship between the manufacturer and distributor. Distributors/suppliers must have certification from their principals that they are the exclusive distributor of the drug products that they are the exclusive distributor of the drug products authorized to submit tender for the product on behalf of the principal and that all commitments made by them shall be honored by the principal in case of termination of distributorship agreement
3. The brand offered must be at least five (5) years commercially available in the market from date of opening of bids. Proof of this shall be the initial Certificate of Product Registration (CPR) issued by the Food and Drug Administration (FDA)
<p>4. Submit valid Certificate of Product Registration (CPR) issued by the Food and Drug Administration (FDA). Submission should be per product, with tabbings and per item number.</p> <p style="padding-left: 40px;">Note: CPRs that will expire within three (3) months from the date of opening of bids should present the Official Receipt of renewal of application with the Document Tracking log for the CPR from the FDA</p>
<p>5. Submit the following documents:</p> <ul style="list-style-type: none"> <li>a. Certificate of Analysis (COA) for the products offered (batch to be delivered if awarded) duly issued by an FDA accredited laboratory (local) and should contain information indicated in monograph of the drug. Sample analyzed must not be expired during the time of bidding. The result of assay submitted must be in the specific brand and should be in the exact dosage formulation of the drug being bidded.</li> <li>b. Valid Bioavailability/Bioequivalence (BA/BE) studies (must be in the specific brand and should be in the exact dosage formulation of the drug being bidded)</li> <li>c. For the offered brand of drug, a published international or local clinical trial/study on the drug showing that it is safe and effective for its intended use.</li> <li>d. A notarized certificate that it is the innovator drug (if applicable).</li> <li>e. Certificate of Current Good Manufacturing Practice (CGMP).</li> <li>f. Valid License to Operate (LTO).</li> <li>g. Notarized certificate that the offered brand has not been subject to product complaint/product recall for the past three (3) years.</li> </ul>

***For item #4 and #5, please submit on a separate folder “Folder 3 - CPR, COA, and Other Clinical Requirements”***

6. The offered drug must conform to the latest Philippine Food and Drug Administration (FDA) Administrative Order governing the generic labeling and packaging requirements.

7. The following must be complied with for the technical specifications of the pharmaceutical product:

7.1 For all tablets and capsules

7.1.1 tablets/capsules should be in foil or blister pack

7.1.2 Each individual flap in the tablet or capsule blister pack should be labeled with the generic name and brand

7.1.3 Dosage form and strength of the Active Pharmaceutical Ingredients (API) should appear on each unit or every 2 units for products with multiple APIs.

7.1.4 Name of drug, lot or batch number and expiry date must appear on every standard blister pack/foil strip and on the container or inner packing. However, if the product is not restricted for dispensing in quantities less than the standard blister pack or foil strip, the batch or lot number and expiry date should appear on each unit.

7.1.5 Inner label must be the same as the outer label.

7.1.6 A complete drug literature/product insert must accompany the product

7.2 For inhalation anesthetics

7.2.1 Must have certification from bidder that inhalation bottle must be with safety sealed cap, airtight and capable to dispense directly from bottle the possibility of ambient air coming into contact with agent to prevent contamination and spillage.

7.2.2 Certification from the bidder that product container or anesthetic agent is shatterproof and transparent for visual check of content. Container material must ensure stability of the agent to prevent degradation, must not be easy to break.

8. Certificate of Acceptance from at least three (3) major hospital issued within the year and should be supported with Sales Invoice (for new item/brand offered only).

9. New brands offered shall be subject to further evaluation and shall require the following:

a. Validation of the submitted Certificate of Acceptance from at least three (3) major hospitals;

b. Justification from end-user/s to validate the acceptance of the good/s offered (to be facilitated by PGH-PSD)

10. Delivery of the goods is required as stated in the request of the end-user, commencing on the 3rd working day of notification through confirmed fax that the approved Purchase Order / Notice to Supplier (NTS) is already available for pick-up.

Delivery schedule (whichever is applicable):

a) within seven (7) calendar days;

b) **as may be called for;**

c) staggered delivery within three (3) months

> 50% of the total quantity within seven (7) calendar days and 25% each for the succeeding months

Note: The end-user has the right to adjust the quantity to be delivered depending on the actual need of the hospital

11. Deliveries shall have at least one (1) year expiration date.

12. Delivery of good with product complaint shall be put on hold until receipt of the final decision of the PGH management whether to proceed with the acceptance or to cancel/return the items.

13. Delivered items found to be non-formulary at any given time shall be returned to the company and a credit memo shall be issued.

14. Stocks delivered are subject to random sampling for testing as to quality and conformity to label. Testing fee at supplier's expense.

15. The drugs and Medicines shall be evaluated in consideration of the following parameters:

- a. Bio-equivalence
- b. Efficacy and safety
- c. Chemical component
- d. Product recall
- e. Batch to batch uniformity

16. The Technical Working Group (TWG) together with the resource persons from various Departments/Sections/ Sub-specialties shall assist the BAC during the conduct of the post-qualifications

17. Sufficient stocks for one (1) year (Notarized \Certification to be submitted).

18. The quantities specified are the estimated requirements during the period and may be decreased depending upon the actual need of the hospital and availability of funds. It is understood therefore that the hospital is not bound to order/purchase all the quantities/items called for in this Invitation to Bid (ITB).

19 All items that had been pulled out for various reasons, a credit memo shall be issued by the Contractor within one (1) month otherwise, a debit memo shall be processed by UP Manila – PGH and the amount will be deducted from any amount due to Contractor.
20. Stocks with lot #/batch different from submitted Certificate of Analysis (COA) will be subjected to testing as to quality and conformity to label. Testing fee at supplier's expense.
21. Stocks with lot #/batch different from submitted Certificate of Analysis (COA) will be subjected to testing as to quality and conformity to label. Testing fee at supplier's expense.
22. Winning bidder for Sevoflurane shall provide at least thirty five (35) vaporizers on loan and in good working conditions until the validity of the contract.
23. Winning bidders for cytotoxic injectable drugs are required to provide one (1) spill kit per company under the first Purchase Order.
24. For cytotoxic injectable drugs, winning bidders are required to provide Material Safety Data Sheet (MSDS) and to submit Drug Profile to the Pharmacy Department per company under the first Purchase Order.
25. Failure to submit these documents shall be a ground for post-disqualification in accordance with RA 9184.
26. Compliance with R.A. 9184 and other applicable laws.

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***

### **Notes for Preparing the Technical Specifications**

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

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

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

#### **Sample Clause: Equivalency of Standards and Codes**

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

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

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

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

## Technical Specifications

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

[Use this form for Framework Agreement:]

## ***Technical Specifications***

<i><b>TECHNICAL SPECIFICATIONS</b></i>			
<i><b>Item / Service</b></i>	<i><b>Maximum Quantity</b></i>	<i><b>Technical Specifications / Scope of Work</b></i>	<i><b>Statement of Compliance</b></i>
			<p>[Bidders must state here either “<b>Comply</b>” or “<b>Not Comply</b>” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution.]</p>



<b>TECHNICAL SPECIFICATIONS</b>			
<b><i>Item / Service</i></b>	<b><i>Maximum Quantity</i></b>	<b><i>Technical Specifications / Scope of Work</i></b>	<b><i>Statement of Compliance</i></b>
<b><i>1</i></b>	<b><i>720</i></b>	Acetylcysteine 200mg/mL, 25mL vial/bottle (IV infusion)	
<b><i>2</i></b>	<b><i>4,200</i></b>	Aciclovir 25mg/mL, 10mL vial (IV infusion)	
<b><i>3</i></b>	<b><i>4,300</i></b>	Albumin Human 20%, 50mL bottle (IV, IV infusion)	
<b><i>4</i></b>	<b><i>6,000</i></b>	Amikacin sulfate 125mg/mL , 2mL ampule/vial (IM, IV)	
<b><i>5</i></b>	<b><i>6,300</i></b>	Amikacin sulfate 250mg/mL , 2mL ampule/vial (IM, IV)	
<b><i>6</i></b>	<b><i>1,000</i></b>	Amiodarone hydrochloride 50 mg/mL, 3 mL ampul (IV)	
<b><i>7</i></b>	<b><i>600</i></b>	Amphotericin B non lipid complex 50mg lyophilized powder, vial (IV infusion)	
<b><i>8</i></b>	<b><i>300</i></b>	Amphotericin B Lipid Complex (as cholesteryl complex, colloidal dispersion) 50 mg vial (IV infusion)	
<b><i>9</i></b>	<b><i>1,200</i></b>	Ampicillin + Sulbactam 1000 mg ampicillin + 500 mg sulbactam (IM, IV) (as sodium salt) per vial	
<b><i>10</i></b>	<b><i>2,800</i></b>	Ampicillin + Sulbactam 500 mg ampicillin + 250 mg sulbactam (IM, IV) (as sodium salt) per vial	
<b><i>11</i></b>	<b><i>4,200</i></b>	Ampicillin sodium 250mg vial (IM, IV)	
<b><i>12</i></b>	<b><i>8,000</i></b>	Ampicillin sodium 500mg vial (IM, IV)	

<b>13</b>	<b>900</b>	Asparaginase lyophilized powder, 10,000 IU vial (IV)	
<b>14</b>	<b>25,000</b>	Atracurium besilate 10mg/mL, 2.5mL ampule (IV)	
<b>15</b>	<b>17,000</b>	Atropine sulfate 1mg/mL, 1 mL ampul (IM, IV, SC)	
<b>16</b>	<b>3,000</b>	Azithromycin 500 mg powder, vial (IV infusion) (as base*/as dihydrate)	
<b>17</b>	<b>1,200</b>	Aztreonam 1g powder for injection (IV, IV Infusion)	
<b>18</b>	<b>60</b>	Beractant 25 mg/ml suspension, 8mL Intratracheal administration vial	
<b>19</b>	<b>60</b>	Beractant 25 mg/mL suspension, 4 mL Intratracheal administration vial	
<b>20</b>	<b>100</b>	Bleomycin sulfate powder, 15 IU ampul/vial (IM,IV)	
<b>21</b>	<b>6,000</b>	Bupivacaine Hydrochloride 0.5% 4 mL ampul (spinal) with 8% dextrose	
<b>22</b>	<b>5,200</b>	Bupivacaine Hydrochloride 0.5%, 10mL ampul/vial (local infiltration)	
<b>23</b>	<b>7,300</b>	Calcium folinate (leucovorin Ca) 10mg/mL, 5mL ampule/vial (IM, IV)	
<b>24</b>	<b>21,800</b>	Calcium Gluconate 10%, 10 mL ampul/vial (IV)	
<b>25</b>	<b>1,300</b>	Carbetocin 100 mcg/mL, 1 mL ampule/vial, solution for Injection (IV)	
<b>26</b>	<b>1,700</b>	Carboplatin 10mg/mL, 15mL vial (IV)	

<b>27</b>	<b>2,200</b>	Carboplatin 10mg/mL, 45mL vial (IV)	
<b>28</b>	<b>26,000</b>	Cefazolin sodium 1gm vial (IM, IV)	
<b>29</b>	<b>5,000</b>	Cefepime Hydrochloride 1gm vial (IM, IV)	
<b>30</b>	<b>2,300</b>	Cefepime Hydrochloride 2gms vial (IM, IV)	
<b>31</b>	<b>1,400</b>	Cefotaxime sodium 500 mg vial + 2 mL diluent (IM, IV)	
<b>32</b>	<b>5,200</b>	Cefoxitin sodium 1gm vial (IM, IV)	
<b>33</b>	<b>12,000</b>	Ceftazidime pentahydrate 1gm vial (IM, IV)	
<b>34</b>	<b>38,000</b>	Ceftriaxone disodium/sodium 1gm vial + 10mL diluent (IV)	
<b>35</b>	<b>18,000</b>	Cefuroxime sodium 750mg vial (IM, IV)	
<b>36</b>	<b>900</b>	Ciprofloxacin lactate 2mg/mL, 100mL vial (IV infusion)	
<b>37</b>	<b>1,000</b>	Cisplatin 1mg/mL, 10mL vial (IV)	
<b>38</b>	<b>1,500</b>	Cisplatin 1mg/mL, 50mL vial (IV)	
<b>39</b>	<b>9,500</b>	Clindamycin phosphate 150mg/mL, 2mL ampule/vial (IM, IV)	
<b>40</b>	<b>12,000</b>	Clindamycin phosphate 150mg/mL, 4mL ampule (IM, IV)	
<b>41</b>	<b>60</b>	Clonidine hydrochloride 150mcg/mL, 1mL ampule (IV)	

<b>42</b>	<b>1,800</b>	Cyclophosphamide 500mg vial powder (IV)	
<b>43</b>	<b>4,000</b>	Cyclophosphamide 1gm vial powder (IV)	
<b>44</b>	<b>1,700</b>	Cytarabine 100 mg/mL solution for injection, 1 mL (IM/SC/Intrathecal)	
<b>45</b>	<b>700</b>	Cytarabine 100 mg/mL solution for injection, 5 mL (IM/SC/Intrathecal)	
<b>46</b>	<b>1,000</b>	Cytarabine 100 mg/mL solution for injection, 10 mL (IM/SC/Intrathecal)	
<b>47</b>	<b>2,500</b>	Colistin 2,000,000 IU lyophilized powder for injection (IV infusion)	
<b>48</b>	<b>1,100</b>	Dacarbazine powder, 200mg vial (IV, IV infusion)	
<b>49</b>	<b>1,000</b>	Dactinomycin powder, 500 micrograms vial (IV)	
<b>50</b>	<b>400</b>	Deferoxamine mesilate powder, 500 mg vial (IM, IV infusion, SC)	
<b>51</b>	<b>25,000</b>	Dexamethasone sodium phosphate 4 mg/mL, 2 mL ampul/vial (IM, IV)	
<b>52</b>	<b>10,000</b>	Dexamethasone sodium phosphate 5mg/mL, 1mL ampule (IM, IV)	
<b>53</b>	<b>800</b>	Diazepam 5 mg/mL, 2 mL ampul (IM, IV) (With PDEA Permit)	
<b>54</b>	<b>31,000</b>	Diphenhydramine Hydrochloride 50 mg/mL, 1 mL ampul (IM, IV)	

<b>55</b>	<b>5,300</b>	Dobutamine Hydrochloride 50mg/mL, 5ml ampule (IV infusion)	
<b>56</b>	<b>1,300</b>	Docetaxel anhydrous 20 mg/0.5 mL, 0.5 mL vial (IV infusion)	
<b>57</b>	<b>1,800</b>	Docetaxel anhydrous 40 mg/mL, 2 mL vial (IV infusion)	
<b>58</b>	<b>2,600</b>	Dopamine Hydrochloride 40mg/mL 5mL vial/ampule (IV)	
<b>59</b>	<b>1,000</b>	Doxorubicin Hydrochloride powder, 10mg vial or 2mg/mL, 5mL vial (IV)	
<b>60</b>	<b>1,300</b>	Doxorubicin Hydrochloride powder, 50mg vial or 2mg/mL, 25mL vial (IV)	
<b>61</b>	<b>26,000</b>	Enoxaparin sodium 100mg/mL, 0.4mL pre-filled syringe (SC)	
<b>62</b>	<b>15,000</b>	Enoxaparin sodium 100mg/mL, 0.6mL pre-filled syringe (SC)	
<b>63</b>	<b>6,000</b>	Ephedrine sulfate 50 mg/mL, 1 mL ampul (IM, IV) (With PDEA Permit)	
<b>64</b>	<b>32,000</b>	Epinephrine Hydrochloride 1mg/mL, 1mL ampule (IV, IM, SC)	
<b>65</b>	<b>60</b>	Epirubicin (as hydrochloride) powder, 10mg vial (IV)	
<b>66</b>	<b>60</b>	Epirubicin (as hydrochloride) powder, 50mg vial (IV)	
<b>67</b>	<b>130</b>	Epoetin alfa (recombinant human erythropoetin) 10,000 iu/mL PFS (IV, SC)	

<b>68</b>	<b>9,700</b>	Epoetin alfa (recombinant human erythropoietin) 4000 IU/0.4 mL, pre-filled syringe (IV, SC)	
<b>69</b>	<b>30</b>	Epoetin alfa (recombinant human erythropoietin) 2000 IU/0.5 mL, pre-filled syringe (IV, SC)	
<b>70</b>	<b>630</b>	Epoetin beta (recombinant erythropoietin) 5000 IU/0.3 mL, pre-filled syringe with needle (IV, SC)	
<b>71</b>	<b>3,000</b>	Ertapenem sodium 1gm powder vial (IM/IV)	
<b>72</b>	<b>800</b>	Esmolol Hydrochloride 10mg/mL, 10mL vial (IV)	
<b>73</b>	<b>3,200</b>	Etoposide 20mg/mL, 5mL ampule/vial (IV)	
<b>74</b>	<b>2,000</b>	Famotidine 20 mg powder/lyophilized powder for injection, ampule/vial (IV)	
<b>75</b>	<b>30,400</b>	Fentanyl citrate 50mcg/mL, 2mL amp (IV) (With PDEA Permit)	
<b>76</b>	<b>450</b>	Filgrastim 150 micrograms/0.6 mL, vial (IV, SC)	
<b>77</b>	<b>4,500</b>	Filgrastim 300 micrograms/1.2 mL, vial (IV, SC)	
<b>78</b>	<b>1,800</b>	Fluconazole 2mg/mL, 100mL vial (IV infusion)	
<b>79</b>	<b>150</b>	Flumazenil 100 micrograms/mL, 5 mL ampul (slow IV, IV infusion)	

<b>80</b>	<b>200</b>	Fluphenazine (as decanoate) 25mg/mL, 1mL ampule (IM)	
<b>81</b>	<b>200</b>	Fluorescein (as sodium salt) 10% (100mg/mL), 5 mL ampul (IV)	
<b>82</b>	<b>16,000</b>	Fluorouracil 50 mg/mL, 10 mL ampul/vial (IV, IV infusion)	
<b>83</b>	<b>30</b>	Fondaparinux sodium 2.5 mg/0.5 mL solution (IV, SC)	
<b>84</b>	<b>35,000</b>	Furosemide 10 mg/mL, 2 mL ampul (IM, IV)	
<b>85</b>	<b>500</b>	Ganciclovir sodium 500 mg vial (IV infusion)	
<b>86</b>	<b>1,400</b>	Gemcitabine Hydrochloride 1gm vial (IV infusion)	
<b>87</b>	<b>1,200</b>	Gemcitabine Hydrochloride 200mg vial (IV infusion)	
<b>88</b>	<b>1,000</b>	Gentamicin sulfate 40mg/mL, 2mL ampule/vial (IM, IV)	
<b>89</b>	<b>17,000</b>	Glucose (dextrose) 50%, 50mL vial (IV)	
<b>90</b>	<b>600</b>	Glyceryl trinitrate (nitroglycerin) 1mg/mL, 10mL ampule (IV infusion)	
<b>91</b>	<b>40</b>	Goserelin acetate 10.8mg depot solution pre-filled syringe (SC)	
<b>92</b>	<b>40</b>	Goserelin acetate 3.6mg depot solution, pre-filled syringe (SC)	
<b>93</b>	<b>200</b>	Haloperidol 5 mg/mL, 1 mL ampul (IM)	

<b>94</b>	<b>10,600</b>	Heparin sodium unfractionated 1,000 iu/mL, 5mL vial (IV infusion, SC) (bovine origin)	
<b>95</b>	<b>500</b>	Heparin sodium unfractionated 5000 IU/mL, 5 mL vial (IV infusion, SC) (bovine origin)	
<b>96</b>	<b>80</b>	Human recombinant tissue type plasminogen activator (alteplase) 50 mg powder for I.V. infusion	
<b>97</b>	<b>700</b>	Hydralazine Hydrochloride 20 mg/mL, 1 mL ampul (IM, IV)	
<b>98</b>	<b>5,500</b>	Hydrocortisone sodium succinate 50mg/mL, 2mL vial or 100mg powder vial (IV)	
<b>99</b>	<b>700</b>	Hydrocortisone sodium succinate 125 mg/mL, 2 mL vial (IV) or 250 mg powder vial (IV)	
<b>100</b>	<b>1,500</b>	Hyoscine-n-butylbromide 20mg/mL, 1mL ampule (IM, IV, SC)	
<b>101</b>	<b>500</b>	Ifosfamide powder, 2gms vial (IV infusion)	
<b>102</b>	<b>500</b>	Ifosfamide powder, 1g vial (IV infusion)	
<b>103</b>	<b>1,100</b>	Insulin, regular( recombinant DNA human) 100 IU/mL, 10mL vial (SC, IV/IM)	
<b>104</b>	<b>1,200</b>	Insulin, Biphasic Isophane Human 70/30 (recombinant DNA) 70% isophane suspension + 30% soluble insulin in 100 IU/mL, 10 mL vial (SC)	



<b>105</b>	<b>1,400</b>	Isophane Insulin Human (recombinant DNA) 100 IU/mL, 10 mL vial (SC)	
<b>106</b>	<b>400</b>	Isosorbide dinitrate 1mg/ml, 10mL ampule (IV)	
<b>107</b>	<b>800</b>	Irinotecan Hydrochloride 100 mg/5 mL concentrate, vial (IV infusion)	
<b>108</b>	<b>180</b>	Iron sucrose 20mg/mL, 5mL ampule (IV, IV infusion)	
<b>109</b>	<b>500</b>	Ketamine hydrochloride 50 mg/mL, 10 mL vial (IM, IV) (With PDEA Permit)	
<b>110</b>	<b>26,400</b>	Ketorolac tromethamol 30 mg/mL, 1 mL ampul (IM, IV)	
<b>111</b>	<b>5,200</b>	Levetiracetam 500 mg/5 mL (100 mg/mL) concentrate solution for IV infusion, 5 mL vial	
<b>112</b>	<b>3,200</b>	Levobupivacaine 5 mg/mL solution for injection, 10 mL ampule (Epidural/local infiltration)	
<b>113</b>	<b>4,000</b>	Levofloxacin 5 mg/mL solution for IV infusion 5mg/ml, 100mL vial	
<b>114</b>	<b>20,200</b>	Lidocaine Hydrochloride 2%, 5mL ampule/vial (IM/IV)	
<b>115</b>	<b>300</b>	Lidocaine Hydrochloride 2%, 50mL ampule/vial (IM, IV)	
<b>116</b>	<b>1,500</b>	Lidocaine Hydrochloride 2%, 1.8 mL carpule (with epinephrine) (local infiltration)	
<b>117</b>	<b>420</b>	Linezolid 2 mg/mL (600 mg/300 mL), solution for infusion (IV)	

<b>118</b>	<b>1,900</b>	Magnesium sulfate heptahydrate 250mg/mL, 20mL vial (IV)	
<b>119</b>	<b>19,000</b>	Meropenem trihydrate 1g powder vial (IV)	
<b>120</b>	<b>6,500</b>	Meropenem trihydrate 500mg powder vial (IV)	
<b>121</b>	<b>4,000</b>	Mesna (sodium-2mercapto ethanesulphonate) 100mg/mL, 4mL ampule (IV)	
<b>122</b>	<b>2,800</b>	Methotrexate 25 mg/mL, 2 mL ampul/vial (IM, IV, Intrathecal) (as base)	
<b>123</b>	<b>120</b>	Methotrexate sodium 100mg/mL, 10mL vial (IM, IV, Intrathecal) (preservative free)	
<b>124</b>	<b>600</b>	Methylethergometrine (methylethergonovine) (as hydrogen maleate or maleate) 200 micrograms/mL, 1 mL ampul (IM, IV)	
<b>125</b>	<b>1,020</b>	Methylprednisolone 40 mg in single dose vial, solution for injection (IV, IM) (as sodium succinate)	
<b>126</b>	<b>1,400</b>	Methylprednisolone lyophilized powder, 500 mg vial (IM, IV) (as sodium succinate)	
<b>127</b>	<b>12,800</b>	Metoclopramide 5mg/mL, 2mL ampule (As Base and As Hydrochloride) (IM/IV)	
<b>128</b>	<b>6,700</b>	Metronidazole 5 mg/mL, 100 mL vial (IV infusion)	
<b>129</b>	<b>60</b>	Micafungin 50 mg lyophilized powder for infusion (IV)	

<b>130</b>	<b>6,200</b>	Midazolam 1mg/mL, 5mL ampule or 5mg/mL, 1mL ampule (IM, IV) (With PDEA Permit)	
<b>131</b>	<b>3,300</b>	Midazolam 5mg/mL, 3mL ampule (IM, IV) (With PDEA Permit)	
<b>132</b>	<b>740</b>	Milrinone 10mg/ml, 10ml ampule (IV) (With Compassionate Special Permit)	
<b>133</b>	<b>5,700</b>	Morphine Sulfate 10 mg/mL, 1 mL ampul (IM, IV, SC) or 16 mg/mL, 1 mL ampul (IM, IV) (With PDEA Permit)	
<b>134</b>	<b>3,100</b>	Nalbuphine Hydrochloride 10 mg/mL, 1 mL ampul (IM, IV, SC) (With PDEA Permit)	
<b>135</b>	<b>10,400</b>	Neostigmine 500 mcg/mL solution for injection (IM/IV/SC), 1 mL ampule	
<b>136</b>	<b>9,900</b>	Nicardipine Hydrochloride 1mg/mL, 2mL ampule (IV)	
<b>137</b>	<b>16,300</b>	Nicardipine Hydrochloride 1mg/mL, 10mL ampule (IV)	
<b>138</b>	<b>11,600</b>	Norepinephrine bitartrate 1mg/mL, 2mL ampule (IV infusion)	
<b>139</b>	<b>15,000</b>	Norepinephrine bitartrate 1mg/mL, 4mL ampule (IV infusion)	
<b>140</b>	<b>600</b>	Octreotide acetate 100 micrograms/mL ampul (IV infusion)	
<b>141</b>	<b>31,800</b>	Omeprazole powder, 40 mg vial + 10 mL solvent ampul/vial (IV)	
<b>142</b>	<b>4,300</b>	Ondansetron 2mg/mL, 2mL ampule (IM, IV)	

<b>143</b>	<b>6,400</b>	Ondansetron 2mg/mL, 4mL ampule (IM, IV)	
<b>144</b>	<b>10,600</b>	Oxacillin sodium 500mg vial (IM, IV)	
<b>145</b>	<b>5,000</b>	Oxaliplatin 50mg vial powder (IV Infusion)	
<b>146</b>	<b>13,200</b>	Oxytocin (synthetic) 10 IU/mL, 1 mL ampul (IM, IV)	
<b>147</b>	<b>100</b>	Paclitaxel 6mg/mL, 5mL vial (IV, IV infusion) (with special IV line)	
<b>148</b>	<b>2,600</b>	Paclitaxel 6mg/mL, 16.7mL vial or 17mL vial (IV, IV infusion) (with special IV line)	
<b>149</b>	<b>900</b>	Paclitaxel 6mg/mL, 25mL vial (IV, IV infusion) (with special IV line)	
<b>150</b>	<b>1,700</b>	Paclitaxel 6mg/mL, 43.4mL vial (IV, IV infusion) (with special IV line)	
<b>151</b>	<b>140,000</b>	Paracetamol 150mg/mL, 2mL ampule solution for injection (IM, IV)	
<b>152</b>	<b>120</b>	Penicillin G benzathine (benzathine benzylpenicillin) 1,200,000 units vial (MR) (IM)	
<b>153</b>	<b>4,400</b>	Penicillin G crystalline (benzylpenicillin) sodium 1,000,000 units vial (IM, IV)	
<b>154</b>	<b>300</b>	Penicillin G crystalline (benzylpenicillin) sodium 5,000,000 units vial (IM, IV)	
<b>155</b>	<b>600</b>	Phenylephrine hydrochloride 10mg/1mL vial (With Compassionate Special Permit) (IV/IV Infusion)	

<b>156</b>	<b>200</b>	Phenytoin sodium 50mg/mL, 2mL ampule (IV)	
<b>157</b>	<b>6,000</b>	Phytomenadione (phytonadione, vitamin K1) 10mg/mL, 1mL ampul (IM, IV, SC) (as mixed micelle)	
<b>158</b>	<b>15,000</b>	Piperacillin + Tazobactam (as sodium salt) 2 g piperacillin + 250 mg tazobactam per vial (IV infusion)	
<b>159</b>	<b>45,000</b>	Piperacillin + Tazobactam (as sodium salt) 4 g piperacillin + 500 mg tazobactam per vial (IV infusion)	
<b>160</b>	<b>13,500</b>	Polymyxin B sulfate 500,000 Units powder for solution for injection (Intrathecal/IM/IV), 5 mL vial	
<b>161</b>	<b>4,700</b>	Potassium chloride 2meq/mL, 20mL vial (IV infusion)	
<b>162</b>	<b>12,600</b>	Propofol 10mg/mL, 20mL ampule/vial (IV)	
<b>163</b>	<b>300</b>	Protamine sulfate 10mg/mL, 5mL ampule (IV)	
<b>164</b>	<b>900</b>	Remifentanil 1mg lyophilized powder vial (IV Infusion) (With PDEA Permit)	
<b>165</b>	<b>50</b>	Rituximab 10mg/mL, 50mL vial (IV)	
<b>166</b>	<b>6,000</b>	Rocuronium bromide 10 mg/mL, 5 mL ampul/vial (IV)	
<b>167</b>	<b>420</b>	Ropivacaine Hydrochloride 10mg/mL, 10mL ampule (IV)	
<b>168</b>	<b>5,700</b>	Sodium bicarbonate 1mEq/mL, 50mL ampul/vial (adult) (IV infusion)	

<b>169</b>	<b>8,500</b>	Sodium Chloride 2.5mEq/mL, 20mL vial	
<b>170</b>	<b>70</b>	Somatostatin 250mcg ampule/vial (IV, IV infusion)	
<b>171</b>	<b>300</b>	Somatostatin 3mg ampule/vial (IV, IV infusion)	
<b>172</b>	<b>3,000</b>	Sterile water for injection 100mL bottle/bag (no preservative)	
<b>173</b>	<b>40,000</b>	Sterile water for injection 50mL bottle/bag (no preservative)	
<b>174</b>	<b>120</b>	Streptokinase powder, 1,500,000 IU vial (IV infusion)	
<b>175</b>	<b>1,000</b>	Sugammadex 100 mg/mL solution for injection (IV), 2 mL vial	
<b>176</b>	<b>800</b>	Suxamethonium (succinylcholine) chloride 20 mg/mL, 10 mL vial (IV)	
<b>177</b>	<b>200</b>	Terbutaline sulfate 500mcg/mL, 1mL ampule (IM, IV, SC)	
<b>178</b>	<b>23,000</b>	Tramadol Hydrochloride 50mg/mL, 1mL ampule (IM, IV, SC)	
<b>179</b>	<b>7,800</b>	Tranexamic acid 100mg/mL, 5mL ampule (IM, IV)	
<b>180</b>	<b>2,500</b>	Trastuzumab 150 mg lyophilized powder (IV infusion) vial	
<b>181</b>	<b>59</b>	Trastuzumab 600 mg/5 mL (120 mg/mL) solution for injection (SC), 5 mL vial	

<b>182</b>	<b>1,100</b>	Valproic Acid 500 mg/ 5mL IV infusion, 5 mL vial	
<b>183</b>	<b>15,000</b>	Vancomycin Hydrochloride 500mg vial (IV)	
<b>184</b>	<b>180</b>	Verapamil Hydrochloride 2.5 mg/mL, 2 mL ampul (IV)	
<b>185</b>	<b>250</b>	Vinblastine sulfate 1 mg/mL, 10 mL vial (IV)	
<b>186</b>	<b>420</b>	Vincristine sulfate 1 mg/mL, 1 mL vial (IV)	
<b>187</b>	<b>600</b>	Vincristine sulfate 1 mg/mL, 2 mL vial (IV)	
<b>188</b>	<b>100</b>	Vitamin B1 B6 B12 100 mg B1 + 100 mg B6 + 1 mg B12 per 3 MI ampul (IV)	

## ***Section VIII. Checklist of Technical and Financial Documents***

### **Notes on the Checklist of Technical and Financial Documents**

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

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

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



# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

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

#### Technical Documents

- ☐ (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (g) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- ☐ (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;  
**or**  
Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-

sales/parts, if applicable; **and**

- ☐ (j) Original duly signed Omnibus Sworn Statement (OSS);

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

#### Financial Documents

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

- ☐ (l) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

**or**

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

#### ***Class "B" Documents***

- ☐ (m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

**or**

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

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

## **25 FINANCIAL COMPONENT ENVELOPE**

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

## Bid Form

---

Date: \_\_\_\_\_  
Project Reference No.: BAC4-21-016-A

### THE BIDS AND AWARDS COMMITTEE 4

UPM – Philippine General Hospital

Taft Avenue, Manila

Gentlemen and/or Ladies:

Having examined the Bidding Documents including 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 Bidding Documents for the sum of *[total Bid amount in words and figures]*, VAT-exclusive, zero-rated transaction or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in [BDS](#) provision for **ITB** Clause 17.1 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state "None")		

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

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

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause **Error! Reference source not found.** of the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert:* as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the

\_\_\_\_\_ of UPM-Philippine General Hospital *[for partnerships, corporations, cooperatives, or joint ventures, insert:* is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for \_\_\_\_\_ of UPM-Philippine General Hospital.

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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

## For Goods Offered From Abroad

**Kindly supply the required information in the spaces provided. Do not forget to indicate the “Country of Origin” of the goods offered. Any alteration to any of the terms and conditions contained in the document may cause your disqualification.**

Name of Bidder \_\_\_\_\_.

Project Reference No.: **BAC4-21-016-A**

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)
GRAND TOTAL PRICE PER BAG, VAT Exclusive, Zero-Rated Transaction								

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

## For Goods Offered From Within the Philippines

**Kindly supply the required information in the spaces provided. Do not forget to indicate the “Country of Origin” of the goods offered. Prospective bidders have the option to indicate the appropriate amount, “0”, “Not Applicable (N/A)” or Dash (-) for columns 6, 7 and 8. Any alteration to any of the terms and conditions contained in the document may cause your disqualification.**

Name of Bidder \_\_\_\_\_.

Project Reference No.: **BAC4-21-016-A**

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
GRAND TOTAL PRICE PER BAG, VAT Exclusive, Zero-Rated Transaction									

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

## Contract Agreement

---

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Supplier’s Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.* bidder’s response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity’s bid evaluation;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the General Conditions of Contract;
- (e) the Special Conditions of Contract;
- (f) the Performance Security; and
- (g) the Entity’s Notice of Award.

3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Entity)

Signed, sealed, delivered by \_\_\_\_ the \_\_\_\_ (for the Supplier)



## Omnibus Sworn Statement

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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 contractor *[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;
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 following responsibilities as a Bidder:
  - a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure 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; and
10. *[Name of Bidder]* hereby assigns the following contact number/s and e-mail address/es as the official telephone/fax number and contact reference of the company where the UPM-BAC and UPM notices may be transmitted.

Telephone No/s.: \_\_\_\_\_  
Fax No/s.: \_\_\_\_\_  
E-mail Add/s.: \_\_\_\_\_

It is understood that notice/s transmitted in the above-stated telephone/fax numbers and/or e-mail address/es are deemed receive as of its transmittal and the reckoning period for the reglementary periods stated in the bidding documents and the Revised Implementing Rules and Regulations of Republic Act No. 9184 shall commence from receipt thereof.

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 [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_ day of [month] [year].

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_

\* This form will not apply for WB funded projects

## Bank Guarantee Form for Advance Payment

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### THE BIDS AND AWARDS COMMITTEE 4

UPM – Philippine General Hospital

Taft Avenue, Manila

Name of Contract: **Supply and Delivery of Drugs and Medicines/Ampules/Vials**

**under Project Reference No. BAC4-21-016-A**

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause **Error! Reference source not found.** of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the “Supplier”) shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

---

*[name of bank or financial institution]*

---

*[address]*

---

*[date]*

## Bid Securing Declaration Form

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REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

X-----X

### **BID SECURING DECLARATION** **Project Reference No.: BAC4-21-016-A**

**BIDS AND AWARDS COMMITTEE 4**  
UPM-Philippine General Hospital  
Taft Avenue, Manila

I/We<sup>2</sup>, 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 Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;

---

<sup>2</sup> Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

- (c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE] [Insert Signatory's Legal Capacity]Affiant

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of [month] [year].

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of 2018

**NFCC Computation**  
 Project Reference No.: **BAC4-21-016-A**  
 ABC: **PhP575,877,658.40**

**Kindly supply the required information in the spaces provided.**

Name of Bidder: \_\_\_\_\_

DETAILS	AMOUNT
Current Assets	
Minus	
Current Liabilities	
Difference of Current Assets and Current Liabilities	
Multiplied by	
K	15
Total (Product)	
Minus	
Total amount of the Value of Outstanding Contracts	
Total NFCC Computation	

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

University of the Philippines Manila/

Project Reference No. **BAC4-21-016-A**

Philippine General Hospital

Name of Project: **Supply and Delivery of Drugs and Medicines – Ampules/Vials**

Location of Project: **UPM-PGH Property and Supply Division**

## Joint Venture Agreement

KNOWN ALL BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into By and Between \_\_\_\_\_, of legal age, \_\_\_\_\_, owner/proprietor of \_\_\_\_\_  
(civil status)  
and a resident of \_\_\_\_\_.

-and-

\_\_\_\_\_, of legal age, \_\_\_\_\_,  
(civil status)  
owner/proprietor of \_\_\_\_\_ a resident of \_\_\_\_\_.

That both parties agree to join together their manpower, equipment, and what is need to facilitate the Joint Venture to participate in the Eligibility, Bidding and Undertaking of the here-under stated project to be conducted by the University of the Philippines Manila/Philippine General Hospital.

**NAME OF PROJECT**

**CONTRACT AMOUNT**

That both parties agree to jointly and severally liable for the entire assignment.

That both parties agree that \_\_\_\_\_ and/or \_\_\_\_\_ shall be the Official Representative of the Joint Venture, and is granted full power and authority to do, execute and perform any and all acts necessary and /or to represent the Joint Venture in the bidding as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation.



That this Venture Agreement shall remain in effect only for the above stated Projects until terminated by both parties.

Done this \_\_\_ day of \_\_\_\_\_, in the year of the Lord \_\_\_\_\_

\_\_\_\_\_  
*(Name of Company)*

\_\_\_\_\_  
*(Address of the Company)*

\_\_\_\_\_  
*(Telephone & Fax of the Company)*

\_\_\_\_\_  
*(Website Address of the Company)*

\_\_\_\_\_  
*(e-Mail Address of the Company)*

\_\_\_\_\_  
(Date of Issuance)

## Letter of Acceptance

This is to certify that \_\_\_\_\_ has satisfactorily delivered  
(Name of Bidder)

\_\_\_\_\_  
(Item Description)

under P.O. No/s. \_\_\_\_\_ with Sales Invoice No. \_\_\_\_\_ and accepted on  
\_\_\_\_\_. Said company has no more pending obligation with us regarding their  
delivery/ies.

\_\_\_\_\_  
(Signature over Printed Name)

\_\_\_\_\_  
(Position)

\_\_\_\_\_  
(Company Name)

University of the Philippines  
Diliman, Quezon City

**Questionnaire for Prospective Bidders**  
(additional requirement for eligibility)

1. Have you ever participated in any bidding in the University of the Philippines System?

YES	NO

If YES, fill up the table below. Use additional pages if necessary.

Constituent University/UP Campus	Name of the Project	Amount of Project	Duration Start/End (Dates)	Status (On-going/ Completed)

2. Has your company ever been suspended or blacklisted by the University of the Philippines System?

YES	NO

If YES, fill up the table below. Use additional pages if necessary.

Constituent University/UP Campus	Name of the Project	Reason for suspension/ blacklisting	Status (On-going/ Completed)

--	--	--	--

3. Has your company ever been suspended or blacklisted by any government agency or private company?

YES	NO

If YES, fill up the table below. Use additional pages if necessary.

Name of government agency/ company	Name of the Project	Reason for suspension/ blacklisting	Status (On-going/ Completed)

4. Has there ever been any project of your company in the University of the Philippines that was terminated by Administration?

YES	NO	NA

If YES, fill up the table below. Use additional pages if necessary.

Constituent University/UP Campus	Name of the Project	Reason for suspension/ blacklisting	Status (On-going/ Completed)

5. Do you certify that all the documents submitted by your Company and personnel are authentic?

YES	NO

6. Is there any pending investigation and/or case filed against your Company or your personnel in any court or any similar institution in relation to any government contracts awarded to your company? In relation to practice of profession of any of your personnel?

YES	NO

If YES, fill up the table below. Use additional pages if necessary.

For Company

Case Filed	Where Filed	Date Filed	Status (On-going/ Completed)	Remarks

For Personnel

Case Filed	Where Filed	Date Filed	Status (On-going/ Completed)	Remarks

I hereby certify that all statements and information provided herein are complete, true and correct.

Name & Signature of Bidder : \_\_\_\_\_  
Authorized Representative : \_\_\_\_\_  
Official Designation : \_\_\_\_\_  
Company : \_\_\_\_\_  
Date : \_\_\_\_\_

#### ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
affiant exhibited to me his/her Community Tax Certificate No. \_\_\_\_\_  
issued on \_\_\_\_\_ at \_\_\_\_\_, Philippines.

Notary Public  
Until 31 December 20\_\_  
PTR No.: \_\_\_\_\_  
Issued at: \_\_\_\_\_  
Issued on: \_\_\_\_\_  
TIN: \_\_\_\_\_

Project Reference No. **BAC4-21-016-A**  
Name of Project: **Supply and Delivery of Drugs and Medicines/Ampules/Vials**

Location of Project: **Property and Supply Division**  
**UPM-Philippine General Hospital**

## Statement of All On-Going Government and Private Contracts Including Contracts Awarded But Not Yet Started

BusinessName: \_\_\_\_\_  
BusinessAddress: \_\_\_\_\_

Name of Contract/ Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Date Awarded b. Date Started c. Date of Completion	% of accomplishment		Value of Outstanding Works/Undelivered Portion
			Description	%		Planned	Actual	
Government								
Private								

Note: This statement shall be supported with:  
1. Notice of Award and/or Contract  
2. Notice to Proceed issued by the owner

Total Cost

Submitted by : \_\_\_\_\_  
(Printed Name & Signature)  
Designation : \_\_\_\_\_  
Date : \_\_\_\_\_

Standard Form Number: SF-GOOD-13a  
University of the Philippines Manila/Philippine General Hospital

Project Reference No. **BAC4-21-016-A**  
Name of Project: **Supply and Delivery of Drugs and Medicines/Ampules/Vials**

Location of Project: **Property and Supply Division**  
**UPM-Philippine General Hospital**

### Statement of the Single Largest Completed Contract

Business Name: \_\_\_\_\_  
Business Address: \_\_\_\_\_

Name of Contract	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Amount at Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		
Government						
Private						

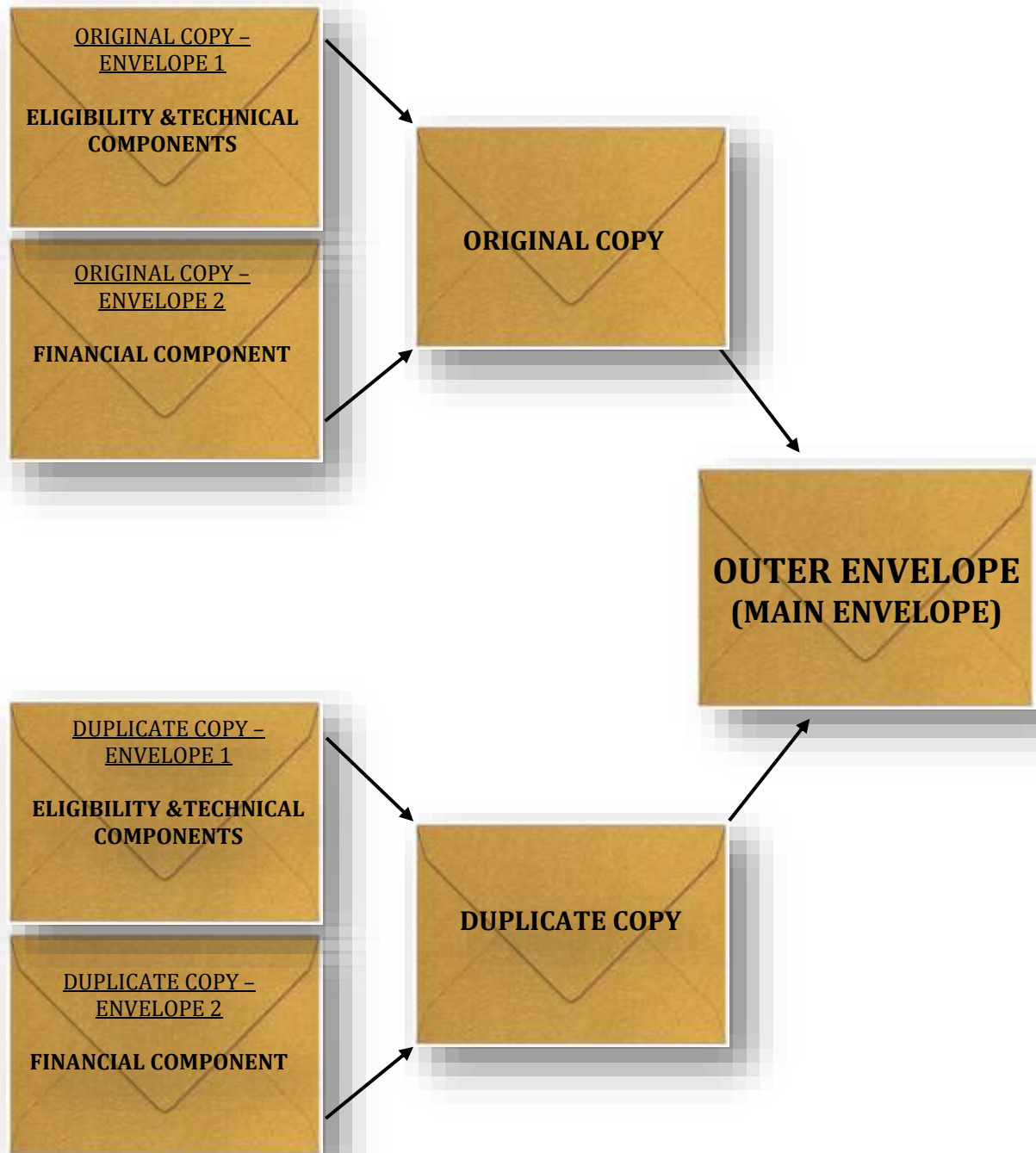
Note: This statement shall be supported with:  
1. Contract  
2. Certificate of Completion  
3. Certification of Acceptance

Submitted by : \_\_\_\_\_  
(Printed Name & Signature)

Designation : \_\_\_\_\_  
Date : \_\_\_\_\_



## Sample Diagram for Bid Packaging



# Sealing and Marking of Envelopes

**ALL folders / envelopes** shall be marked in accordance with Section 20.4 of the Instruction to Bidders in the Bidding Documents, which shall contain the following:

- Name of the contract to be bid in **CAPITAL LETTERS**;

-

## **SUPPLY & DELIVERY OF DRUGS AND MEDICINES/ AMPULES/VIALS**

- Name and address of the prospective bidder in **CAPITAL LETTERS**;
- Be addressed to the Procuring Entity's BAC in accordance with ITB Clause 1.1;
- Bear the specific identification of this bidding process indicated in ITB Clause 1.2;

**BIDS AND AWARDS COMMITTEE (BAC) 4  
UPM – PHILIPPINE GENERAL HOSPITAL  
TAFT AVENUE, MANILA**

**Project Reference No.: BAC4-21-016-A**

Bear a warning “**DO NOT OPEN BEFORE...**” the date and time for the opening of bids, in accordance with ITB Clause 18

