

REPUBLIC OF THE PHILIPPINES



**MUNICIPALITY OF BURGOS,
LA UNION**

**Purchase and Delivery of Medical
Supplies in the Municipality
of Burgos, La Union**

**Project Preference No:
2021-BLU-B1-C13**

**Sixth Edition
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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



Republic of the Philippines
Province of La Union
MUNICIPALITY OF BURGOS

BIDS AND AWARDS COMMITTEE

INVITATION TO BID FOR
PURCHASE OF MEDICAL SUPPLIES IN THE
MUNICIPALITY OF BURGOS, LA UNION

Item Description	Approved Budget for the Contract (ABC and Source of Funding)	Delivery Period	Pre-bid Conference	Deadline for Submission/ Opening of bids	Price of bid Documents (non-refundable)
Lot 1: PURCHASE OF MEDICAL SUPPLIES IN THE MUNICIPALITY OF BURGOS	1,127,578.00 And General Fund	7 Calendar days	September 17, 2021 at 10:00 AM	September 30, 2021 at 10:00 AM	Php 5,000.00

1. The **MUNICIPALITY OF BURGOS, LA UNION**, through the **GENERAL FUND** intends to apply the sum of **PHP 1,127,578.00** being the ABC to payments under the contract for **PURCHASE OF MEDICAL SUPPLIES IN THE MUNICIPALITY OF BURGOS, LA UNION** with Identification Number **2021- BLU-B1-C13**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **MUNICIPALITY OF BURGOS, LA UNION** now invites bids for the above Procurement Project. Delivery of the Goods is required by **7 days after receipt of the Notice to Proceed**. Bidders should have completed, within **three (3) 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.
 - a. Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.
4. Prospective Bidders may obtain further information from the **MUNICIPALITY OF BURGOS, LA UNION** and inspect the Bidding Documents at the address given below during **Monday to Thursday, 8:00 AM to 5:00 PM**.

5. A complete set of Bidding Documents may be acquired by interested Bidders on **SEPTEMBER 13, 2021 and before the opening of bids at 10:00 AM on SEPTEMBER 30, 2021** from the given address and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of:

LOT NO:	BID DOCS PRICES
1	Php 5,000.00
TOTAL:	Php 5,000.00

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

6. The **MUNICIPALITY OF BURGOS, LA UNION** will hold a Pre-Bid Conference on **SEPTEMBER 17, 2021, 10:00 AM** at the **2nd Floor of the Conference Hall, Municipality of Burgos, La Union**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **SEPTEMBER 30 before 10:00 AM**. 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 **SEPTEMBER 30, 2021 at 10:00 AM** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. Bidders' Representative should have **Special Power of Attorney (SPA)** duly signed by the owner of the Construction Firm/Company.
10. Interested bidders can submit and request for eligibility checking from the BAC – TWG on September 20, 2021 until September 23, 2021.
11. The Procuring Entity of the Municipality of Burgos, La Union does not conduct online procurement. Interested bidders who will participate on the procurement stages of this municipality should come and attend personally on the different procurement stages that will be conducted by the Procuring Entity.
12. The **MUNICIPALITY OF BURGOS, LA UNION** 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.
13. For further information, please refer to:
FERDINAND G. RAMOS
 BAC Chairperson
 Municipality of Burgos,
 La Union 2510
 CP No:

FERDINAND G. RAMOS
 BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **MUNICIPALITY OF BURGOS, LA UNION** wishes to receive Bids for **PURCHASE OF MEDICAL SUPPLIES IN THE MUNICIPALITY OF BURGOS, AL UNION** with identification number **2021-BLU-B1-C13**.

The Procurement Project (referred to herein as “Project”) is composed of **1 LOT**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **CY 2021** in the amount of **One Million One Hundred Twenty Seven Thousand Five Hundred Seventy Eight Pesos Only (PHP 1,127,578.00)**.

2.2. The source of funding is the 2021 Annual Budget as approved by the Sanggunian.

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 in this project.

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. For the procurement of 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.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

7.1. The Procuring Entity has prescribed that Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address *at the **Municipal Conference Hall, Burgos, La Union*** as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within three (3) *years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by

the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **November 30, 2021**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's 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 14 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

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Purchase, Supply and Delivery of Medicines, Medical Supplies and Equipments. b. completed within three (3) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP New Poblacion, Burgos, La Union or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than Php 22,202.22 (2% of Php 1,110,111.00), 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 Php 55,505.55 (5% of Php 1,110,111.00), if bid security is in Surety Bond.
19.3	<i>No Further Instructions.</i>
20.2	<i>No Further Instructions.</i>
21.2	<i>No Further Instructions.</i>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.
- 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 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 specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>No Further instructions.</p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of one year, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	<ul style="list-style-type: none"> e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>

	<p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ol style="list-style-type: none"> 1. 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 2. in the event of termination of production of the spare parts: <ol style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the costs 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 36 months.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within one month of placing the order.</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p>

	<p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p>

	<p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>The terms of payment shall be as follows:</p> <p>The contractor shall be paid 100% of Purchase Order upon completion of delivery and acceptance of DDB subject to applicable government mandate tax</p> <p>a. Statement of Accounts/Sales Invoice/Billing Statements</p>
4	<p>The inspections and tests that will be conducted are: Completeness of the delivered items as to quantity and specifications;</p>

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.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Co-amoxiclav 625 mg tablet	100 boxes	100 boxes	1 week
2	Dexamethasone 5 mg/ml	20 amp	20 amp	1 week
3	Epinephrine 1mg/ml x 10	1 box	1 box	1 week
4	Erythromycin Ophthalmic Ointment .5 %	10 tubes	10 tubes	1 week
5	Ferrous Sulfate + Folic Acid	50 boxes	50 boxes	1 week
6	Folic Acid 5 mg tablet 100's	30 boxes	30 boxes	1 week
7	Gloves, Sterile (powder-free), medium	30 boxes	30 boxes	1 week
8	Hydrocortisone 125 mg	2 bottles	2 bottles	1 week
9	IV 0.9% Sodium Chloride	20 bottles	20 bottles	1 week
10	KY Jelly6 30 g	10 tubes	10 tubes	1 week
11	Lidocaine 2 % solution 50 mL vial	30 vials	30 vials	1 week
12	Methyldopa 250 mg tablet 100's	5 boxes	5 boxes	1 week
13	Personal Protective Equipment	100 pcs	100 pcs	1 week
14	Surgical Gown	100 pcs	100 pcs	1 week
15	Paracetamol 10 mg/mL, 50 mL	3 vials	3 vials	1 week
16	Phytomenadione 10 mg/ml	1 box	1 box	1 week
17	Plaster Micropore 1/2 in x 10 yd, 24's	10 boxes	10 boxes	1 week
18	Face Mask	100 boxes	100 boxes	1 week
19	Hydrogen Peroxide	5 gallons		1 week
20	Isopropyl Alcohol	34 gallons		1 week

21	Aluminum/Magnesium Hydroxide tablet 100's	24 boxes	24 boxes	1 week
22	Amoxicillin 500 mg capsule 100's	40 boxes	40 boxes	1 week
23	Amoxicillin Trihydrate 250 mg/5 ml	288 bottles	288 bottles	1 week
24	Amoxicillin 100 mg/ml drops	288 bottles	288 bottles	1 week
25	Azithromycin 500 mg tablet 3's	90 boxes	90 boxes	1 week
26	Betahistine 16 mg tablet 100's	28 boxes	28 boxes	1 week
27	Cefalexin 500 mg capsule 100's	20 boxes	20 boxes	1 week
28	Cefuroxime 500 mg tablet 40's	50 boxes	50 boxes	1 week
29	Cefuroxime 250 mg/ 5ml suspension	144 boxes	144 boxes	1 week
30	Celecoxib 200 mg capsule 100's	50 boxes	50 boxes	1 week
31	Cetirizine 10 mg tablet 100's	50 boxes	50 boxes	1 week
32	Cetirizine 5 mg/5 ml syrup	144 boxes	144 boxes	1 week
33	Cinnarizine 75 mg tablet	12 boxes	12 boxes	1 week
34	Ciprofloxacin 500 mg tablet 100's	10 boxes	10 boxes	1 week
35	Cloxacillin 500 mg capsule 100's	40 boxes	40 boxes	1 week
36	Co-amoxiclav 457mg/5ml suspension	288 bottles	288 bottles	1 week
37	Hyoscine 10 mg tablet 100's	50 boxes	50 boxes	1 week
38	Ipratropium + Salbutamol 2.5 ml neb	10 boxes	10 boxes	1 week
39	Lagundi 300 mg/5 ml syrup	144 bottles	144 bottles	1 week
40	Lagundi 300 mg tablet 100's	50 boxes	50 boxes	1 week
41	Lidocaine 50 ml	50 bottles	50 bottles	1 week
42	Mefenamic 500 mg caps 100's	15 boxes	15 boxes	1 week
43	Metoclopramide Hcl 10 mg	4 boxes	4 boxes	1 week

44	Metoclopramide 5 mg/5 ml syrup	36 bottles	36 bottles	1 week
45	Metronidazole 500 mg tablet 100's	3 boxes	3 boxes	1 week
46	Multivitamins syrup	144 bottles	144 bottles	1 week
47	Multivitamin capsules	50 boxes	50 boxes	1 week
48	Omeprazole 40 mg capsule 100's	30 boxes	30 boxes	1 week
49	Oresol 5.125 mg	10 boxes	10 boxes	1 week
50	Paracetamol 100 mg/ml drops	288 bottles	288 bottles	1 week
51	Paracetamol 250 mg/5ml syrup	288 bottles	288 bottles	1 week
52	Salbutamol 2.5 mg/2.5 ml nebule 30's	25 boxes	25 boxes	1 week
53	Zinc Sulfate 5 mg/ 5 ml syrup	144 bottles	144 bottles	1 week
54	Zinc Sulfate 27.5 mg/ml	144 bottles	144 bottles	1 week
55	Disposable Syringe 3 ml	4 boxes	4 boxes	1 week
56	Face Shield	200 boxes	200 boxes	1 week
57	Clean Gloves, medium	25 boxes	25 boxes	1 week
58	DMPA Lyndavel 25's	10 boxes	10 boxes	1 week
59	Isopropyl Alcohol	17 bottles	17 bottles	1 week
60	Aspirin 80 mg tablet 100's	20 boxes	20 boxes	1 week
61	Ascorbic Acid 500 mg tablet 100's	20 boxes	20 boxes	1 week
62	Amlodipine 5 mg tablet 100's	30 boxes	30 boxes	1 week
63	Amlodipine 10 mg tablet 100's	30 boxes	30 boxes	1 week
64	Atorvastatin 20 mg tablet	30 boxes	30 boxes	1 week
65	Losartan 50 mg tablet	60 boxes	60 boxes	1 week

Section VII. Technical Specifications

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>
1	Co-amoxiclav 625 mg tablet	
2	Dexamethasone 5 mg/ml	
3	Epinephrine 1mg/ml x 10	
4	Erythromycin Ophthalmic Ointment .5 %	
5	Ferrous Sulfate + Folic Acid	
6	Folic Acid 5 mg tablet 100's	
7	Gloves, Sterile (powder-free), medium	
8	Hydrocortisone 125 mg	

9	IV 0.9% Sodium Chloride	
10	KY Jelly6 30 g	
11	Lidocaine 2 % solution 50 mL vial	
12	Methyldopa 250 mg tablet 100's	
13	Personal Protective Equipment	
14	Surgical Gown	
15	Paracetamol 10 mg/mL, 50 mL	
16	Phytomenadione 10 mg/ml	
17	Plaster Micropore 1/2 in x 10 yd, 24's	
18	Face Mask	
19	Hydrogen Peroxide	
20	Isopropyl Alcohol	
21	Aluminum/Magnesium Hydroxide tablet 100's	
22	Amoxicillin 500 mg capsule 100's	
23	Amoxicillin Trihydrate 250 mg/5 ml	
24	Amoxicillin 100 mg/ml drops	
25	Azithromycin 500 mg tablet 3's	
26	Betahistine 16 mg tablet 100's	
27	Cefalexin 500 mg capsule 100's	
28	Cefuroxime 500 mg tablet 40's	
29	Cefuroxime 250 mg/ 5ml suspension	
30	Celecoxib 200 mg capsule 100's	
31	Cetirizine 10 mg tablet 100's	

32	Cetirizine 5 mg/5 ml syrup	
33	Cinnarizine 75 mg tablet	
34	Ciprofloxacin 500 mg tablet 100's	
35	Cloxacillin 500 mg capsule 100's	
36	Co-amoxiclav 457mg/5ml suspension	
37	Hyoscine 10 mg tablet 100's	
38	Ipratropium + Salbutamol 2.5 ml neb	
39	Lagundi 300 mg/5 ml syrup	
40	Lagundi 300 mg tablet 100's	
41	Lidocaine 50 ml	
42	Mefenamic 500 mg caps 100's	
43	Metoclopramide Hcl 10 mg	
44	Metoclopramide 5 mg/5 ml syrup	
45	Metronidazole 500 mg tablet 100's	
46	Multivitamins syrup	
47	Multivitamin capsules	
48	Omeprazole 40 mg capsule 100's	
49	Oresol 5.125 mg	
50	Paracetamol 100 mg/ml drops	
51	Paracetamol 250 mg/5ml syrup	
52	Salbutamol 2.5 mg/2.5 ml nebule 30's	
53	Zinc Sulfate 5 mg/ 5 ml syrup	
54	Zinc Sulfate 27.5 mg/ml	

55	Disposable Syringe 3 ml	
56	Face Shield	
57	Clean Gloves, medium	
58	DMPA Lyndavel 25's	
59	Isopropyl Alcohol	
60	Aspirin 80 mg tablet 100's	
61	Ascorbic Acid 500 mg tablet 100's	
62	Amlodipine 5 mg tablet 100's	
63	Amlodipine 10 mg tablet 100's	
64	Atorvastatin 20 mg tablet	
65	Losartan 50 mg tablet	

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

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

- ☐ (e) 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**
- ☐ (f) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- ☐ (g) 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**
- ☐ (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (i) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- ☐ (j) 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**
- ☐ (k) 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

- (1) 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.

COMPLYING

NOT COMPLYING

II. FINANCIAL COMPONENT ENVELOPE

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

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

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

COMPLYING

NOT COMPLYING

