

**PHILIPPINE BIDDING
DOCUMENTS**

**Procurement of
GOODS**

Government of the Republic of the
Philippines

CITY GOVERNMENT OF NAGA

**Name of Project/Contract: Supply and Delivery of Medicines
(Lots 1 to 3)**

Project/Contract Reference Number: 2023-031

**Sixth Edition
July 2020**

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.

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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

INVITATION TO BID FOR THE SUPPLY AND DELIVERY OF MEDICINES (Lots 1 to 3-for use of Naga City Hospital)

- 1) The City Government of Naga, through the Drugs and Medicines Account and Trust Fund of Naga City Hospital, intends to apply the sum of: One Million Five Hundred Fourteen Thousand Four Hundred Forty Four & 50/100 (P 1,514,444.50) Pesos - for Lot 1; Two Million One Hundred Seven Thousand Three Hundred Forty & 80/100 (P 2,107,340.80) Pesos - for Lot 2; and, One Million Eight Hundred Ninety Thousand Six Hundred Six & 50/100 (P 1,890,606.50) Pesos - for Lot 3, being the ABC to payments under the contract for Supply and Delivery of Medicines (Lots 1 to 3) for use of Naga City Hospital, Project/Contract Reference Number: 2023-031. Bids received in excess of the ABC shall be automatically rejected at bid opening.

Item No.	Qty.	Unit	Items (Lot 1-Naga City Hospital)	Approved Budget for the Contract (ABC) - 1 lot	Cost of bid Documents
1	4,000	tab.	Acetylcysteine 600mg effervescent	1,514,444.50	5,000.00
2	288	btl	Amoxicillin 250mg/5ml, 60ml oral suspension		
3	50	vl	Ampicillin 500mg powder for inj.		
4	2,000	tab.	Aspirin 80mg		
5	2,000	tab.	Betahistine 24mg		
6	100	amp / vl	Bupivacaine + Dextrose 0.5%+8%, 4ml sol'n for inj.		
7	10	amp/vl	Carboprost 250mcg/ml, 1ml sol'n for inj.		
8	144	drop	Cefalexin 100mg/ml, 10ml oral drops		
9	144	btl	Cefixime 100mg/5ml, 60ml oral suspension		
10	4,000	cap	Celecoxib 200mg		
11	5,000	cap	Clindamycin 300mg		
12	5,000	tab.	Clopidogrel 75mg		
13	144	btl	Co-amoxiclav (Amoxicillin + Clavulanic Acid) 200mg + 28.5mg/5ml, 70ml oral suspension		
14	144	btl	Dicycloverine (Dicyclomine) 10mg/5 ml, 60ml syrup		
15	100	amp.	Diphenhydramine 50mg/ml, 1ml sol'n for inj.		
16	50	amp	Fentanyl 50mcg/ml, 2ml sol'n for inj.		
17	10	amp.	Haloperidol 50mg/ml, 1ml		
18	7,000	tab.	Hyoscine 10mg		
19	10	amp.	Isosorbide Dinitrate 1mg/ml, 10ml sol'n for inj.		
20	300	amp	Ketorolac 30mg/ml, 1ml sol'n for inj.		
21	50	vl	Lidocaine 2%, 50ml sol'n for inj.		
22	20,000	tab.	Metformin 500mg film coated tab		
23	500	tab.	Metoprolol 50mg		
24	10,000	cap	Multivitamins		
25	200	amp.	Nalbuphine 10mg/ml, 1ml sol'n for inj.		

26	5,000	cap	Omeprazole 40mg		
27	50	vl	Oxacillin 500mg powder for inj. (IM / IV)		
28	720	btl	Paracetamol 250mg/5ml, 60ml syrup		
29	7,000	tab.	Paracetamol 500mg		
30	100	vl	Piperacillin + Tazobactam 4g + 500mg powder for inj		
31	5,000	tab.	Rosuvastatin 20mg		
32	30	amp.	Sodium Bicarbonate 1mEq/ml, 20ml sol'n for inj.		
33	200	amp.	Tranexamic Acid 100mg/ml, 5ml sol'n for injection		
34	6	amp.	Verapamil 2.5mg/ml, 2ml		

Item No.	Qty.	Unit	Items (Lot 2-Naga City Hospital)	Approved Budget for the Contract (ABC) - 1 lot	Cost of bid Documents
1	5	amp	Aminophylline (Theophylline Ethylenediamine) 25mg/ml, 10ml sol'n for inj.	2,107,340.80	5,000.00
2	144	drop	Amoxicillin 100mg/ml, 15 ml oral drops		
3	144	btl	Ascorbic Acid (vitamin C) 100mg/5ml, 60ml syrup		
4	10,000	tab.	Atorvastatin 40mg		
5	50	supp	Bisacodyl 5mg		
6	5,000	tab.	Calcium Carbonate 500mg		
7	20,000	tab.	Carvedilol 6.25mg		
8	10,000	cap	Cefalexin 500mg		
9	1,000	vl	Ceftriaxone 1g powder for inj. Vial + 10ml diluent		
10	432	btl	Cetirizine 5mg/5ml, 60ml syrup		
11	160	amp	Clindamycin 150mg/ml, 2ml sol'n for inj.		
12	6,000	cap	Cloxacillin 500mg		
13	1,000	tab.	Colchicine 500mg		
14	60	amp.	Digoxin 250mcg/ml, 2ml sol'n for inj.		
15	500	cap	Diphenhydramine 50mg		
16	100	amp.	Furosemide 10mg/ml, 2ml sol'n for inj.		
17	200	tube	Hydrocortisone 1% 10g cream		
18	300	amp.	Hyoscine 20mg/ml, 1ml sol'n for inj.		
19	10	amp	Isoxsuprine 5mg/ml, 2ml sol'n for inj.		
20	288	btl	Lagundi (Vitex Negundo L.) 300mg/5ml, 60ml syrup		
21	30,000	tab.	Losartan 50mg		
22	144	btl	Metoclopramide 5mg/5ml, 60ml syrup		
23	50	amp.	Midazolam 5mg/ml, 1ml sol'n for inj.		
24	144	btl	Multivitamins per 5ml, 60ml syrup		
25	200	amp.	Nicardipine 1mg/ml, 10ml sol'n for inj.		
26	700	vl	Omeprazole 40mg powder for inj vial +10ml solvent		
27	480	vl	Paracetamol 10mg/ml, 100ml sol'n for inj.		
28	500	amp	Paracetamol 150mg/ml, 2ml sol'n for inj.		
29	50	amp.	Phenytoin 50mg/ml, 2ml sol'n for injection		
30	10	amp.	Ranitidine 25mg/ml, 2ml sol'n for inj		
31	288	btl	Salbutamol 2mg/5ml, 60ml syrup		
32	5,000	tab.	Sodium Bicarbonate 650mg		
33	3,000	cap	Tranexamic Acid 500mg		
34	15,000	tab.	Vitamin B1+B6+B12 100mg + 5mg + 50mcg		

Item	Qty.	Unit	Items	Approved Budget	Cot of Bid
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No.			(Lot 3-Naga City Hospital)	for the Contract (ABC) - 1 lot	Documents
1	20,000	tab.	Amlodipine 5mg	1,890,606.50	5,000.00
2	100	vl	Ampicillin + Sulbactam 500mg + 250mg powder for inj.		
3	144	drop	Ascorbic Acid (Vitamin C) 100mg/ml,30ml oral drops		
4	1,500	tab.	Azithromycin 500mg		
5	50	supp	Bisacodyl 10mg		
6	10,000	tab.	Captopril 25mg		
7	432	btl	Cefalexin 250mg/5ml, 60ml syrup		
8	150	vl	Cefazolin 1g powder for inj.		
9	10,020	tab.	Cefuroxime 500mg		
10	1,500	tab.	Ciprofloxacin 500mg		
11	2,000	tab.	Clonidine 75mcg		
12	8,008	tab.	Co-amoxiclav (Amoxicillin + Clavulanic Acid) 500mg +125mg		
13	50	amp	Diazepam 5mg/ml, 2ml sol'n for inj.		
14	144	btl	Diphenhydramine 12.5mg/5ml, 60ml syrup		
15	3,000	tab.	Eperisone 50mg		
16	2,000	tab.	Furosemide 40mg		
17	200	vl	Hydrocortisone 50mg/ml, 2ml		
18	3,000	neb	Ipratropium + Salbutamol 500mcg + 2.5mg, 2.5 ml respiratory sol'n		
19	200	tube	Ketoconazole 2% (20mg/g), 15g		
20	3	btl	Lidocaine 10%, 50ml Spray		
21	10,000	cap	Mefenamic Acid 500mg		
22	200	amp	Metoclopramide 5mg/ml, 2ml sol'n for inj		
23	50	amp	Morphine 10mg/ml, 1ml sol'n for inj.		
24	400	tube	Mupirocin 2%, 15g ointment		
25	200	amp.	Norepinephrine 1mg/ml, 4ml sol'n for inj.		
26	100	amp.	Ondansetron 2mg/ml, 4ml sol'n for inj		
27	144	drop	Paracetamol 100mg/ml, 15ml oral drops		
28	150	supp	Paracetamol 125mg suppository		
29	100	amp.	Phytomenadione (Phytonadione, Vitamin K1) 10mg/ml, 1ml sol'n for inj.		
30	15	vl	Regular, Insulin (Recombinant DNA Human) 100 IU/ml, 10ml sol'n for inj.		
31	10	btl	Sevoflurane, 250ml volatile liquid for inhalation		
32	200	amp.	Tramadol 50mg/ml, 2ml sol'n for inj.		
33	10,000	tab.	Trimetazidine 35mg		

- 2) The City Government of Naga now invites bids for the above Procurement Project. Delivery of the Goods is required within thirty (30) calendar days. Bidders should have completed, within five (5) 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.
- 4) 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.

Prospective Bidders may obtain further information from City government of Naga and inspect the Bidding Documents at the BAC Secretariat Office, Room 208 Second Floor, City Hall Building, City Hall Compound from 8:00AM to 5:00PM. The 6th edition of the Philippine Bidding Documents (PBDs) will be used.

- 5) A complete set of Bidding Documents may be acquired by interested Bidders on Thursday, July 20 to August 14, 2023 from the BAC Secretariat Office, Room 208 Second Floor, City Hall Building, City Hall Compound and may be downloaded at websites, naga.gov.ph and www.philgeps.gov.ph and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, as stated above. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person during the dropping of bids.
- 6) The City Government of Naga will hold a Pre-Bid Conference on Friday, July 28, 2023 at 3:00PM at the City Procurement Office, Ground Floor, City Hall Building, City Hall Compound, which shall be open to prospective bidders.
- 7) Bids must be duly received by the BAC Secretariat through manual submission at the City Procurement Office, Ground Floor, City Hall Building, City Hall Compound, on or before 3:00PM on Monday, August 14, 2023. 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 Monday, August 14, 2023, 3:00PM at the City Procurement Office, Ground Floor, City Hall Building, City Hall Compound. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10) Additional information:
 - a. An Annual Registration Fee of Three Thousand (P 3,000.00) Pesos is required.
 - b. Forms in the PBD should be used in submitting proposals and should remain unaltered.
 - c. Bidders are strongly encourage to download the digital copy of the Bid Documents utilizing the PhilGEPS DRL facility.
- 11) The City Government of Naga 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.
- 12) For further information, please refer to:

ENGR. ALEXANDER N. CANING
Acting City Engineer, City Engineer's Office
1st Floor City Hall Building, City Hall Compound, J. Miranda Avenue
Concepcion Pequena, Naga City 4400
Mobile Number: +639175801165
Email address: bac@naga.gov.ph/alexandercaning@gmail.com
Website: www.naga.gov.ph
- 13) For downloading of bidding documents, you may visit the following websites:
www.philgeps.gov.ph / www.naga.gov.ph

Date of Issue: July 20 to 27, 2023

ALEXANDER N. CANING
Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, City Government of Naga wishes to receive Bids for the Supply and Delivery of Medicines (Lots 1 to 3, for use of Naga City Hospital), with identification number Project/Contract Reference Number: 2023-031.

The Procurement Project (referred to herein as “Project”) is composed of Lot 1-34 items; Lot 2-34 items; and, Lot 3–33 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 Year 2023 in the amount of One Million Five Hundred Fourteen Thousand Four Hundred Forty Four & 50/100 (P 1,514,444.50) Pesos-for Lot 1; Two Million One Hundred Seven Thousand Three Hundred Forty & 80/100 (P 2,107,340.80) Pesos-for Lot 2; and, One Million Eight Hundred Ninety Thousand Six Hundred Six & 50/100 (P 1,890,606.50) Pesos-for Lot 3.

2.2. The source of funding is: Drugs and Medicines Account and Trust Fund of Naga City Hospital - LGUs, the Annual or Supplemental 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 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.

Foreign ownership limited to 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.
 - 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:
 - 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: 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 the City Procurement Office, Ground Floor, City Hall Building, City Hall Compound, Naga City, as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within five (5) years prior to the deadline for the submission and receipt of bids.

- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

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 Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid within one hundred twenty (120) calendar days from date of opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or

¹ 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.

is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring 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.

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 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

- 20.2. 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, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Medicines and other related procurement activities. b. completed within five (5) years prior to the deadline for the submission and receipt of bids.
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 P 30,288.89 (Lot 1), 42,146.82 (Lot 2), 37,812.13 (Lot 3) [equivalent to two percent (2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or
	<ul style="list-style-type: none"> b. The amount of not less than P 75,722.23 (Lot 1), 105,367.04 (Lot 2), 94,530.33 (Lot 3) [equivalent to five percent (5%) of ABC] if bid security is in Surety Bond.

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section 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	Delivery and Documents –
	For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:
	“The delivery terms applicable to the Contract are DDP delivered in Naga City. In accordance with INCOTERMS.”
	“The delivery terms applicable to this Contract are delivered in Naga City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Dr. Joseph Sanchez, NCH.
	Incidental Services –
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:
	a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
	b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
	c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
	d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	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.
	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.
	Spare Parts –
	The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

	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:
	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.
	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.
	The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the goods.
	Spare parts or components shall be supplied as promptly as possible.
	Packaging – 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.
	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.
	The outer packaging must be clearly marked on at least four (4) sides as follows:
	Name of the Procuring Entity: City Government of Naga
	Name of the Supplier
	Contract Description: Medicines
	Final Destination: NCH, Naga City
	Gross weight
	Any special lifting instructions
	Any special handling instructions
	Any relevant HAZCHEM classifications
	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.
	Transportation –
	Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other

	named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
	Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.
	Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine 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.
	The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.
	Intellectual Property Rights –
	The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
4	The inspections and tests that will be conducted are: the GSO.

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 (Lot 1)	Quantity	Total	Delivered, Weeks/Months
1	Acetylcysteine 600mg effervescent	4,000		
2	Amoxicillin 250mg/5ml, 60ml oral suspension	288		
3	Ampicillin 500mg powder for inj.	50		
4	Aspirin 80mg	2,000		
5	Betahistine 24mg	2,000		
6	Bupivacaine + Dextrose 0.5%+8%, 4ml sol'n for inj.	100		
7	Carboprost 250mcg/ml, 1ml sol'n for inj.	10		
8	Cefalexin 100mg/ml, 10ml oral drops	144		
9	Cefixime 100mg/5ml, 60ml oral suspension	144		
10	Celecoxib 200mg	4,000		
11	Clindamycin 300mg	5,000		
12	Clopidogrel 75mg	5,000		
13	Co-amoxiclav (Amoxicillin + Clavulanic Acid) 200mg + 28.5mg/5ml, 70ml oral suspension	144		
14	Dicycloverine (Dicyclomine) 10mg/5 ml, 60ml syrup	144		
15	Diphenhydramine 50mg/ml, 1ml sol'n for inj.	100		
16	Fentanyl 50mcg/ml, 2ml sol'n for inj.	50		
17	Haloperidol 50mg/ml, 1ml	10		
18	Hyoscine 10mg	7,000		
19	Isosorbide Dinitrate 1mg/ml, 10ml sol'n for inj.	10		
20	Ketorolac 30mg/ml, 1ml sol'n for inj.	300		
21	Lidocaine 2%, 50ml sol'n for inj.	50		
22	Metformin 500mg film coated tab	20,000		
23	Metoprolol 50mg	500		
24	Multivitamins	10,000		
25	Nalbuphine 10mg/ml, 1ml sol'n for inj.	200		
26	Omeprazole 40mg	5,000		
27	Oxacillin 500mg powder for inj. (IM / IV)	50		
28	Paracetamol 250mg/5ml, 60ml syrup	720		
29	Paracetamol 500mg	7,000		
30	Piperacillin + Tazobactam 4g +	100		

	500mg powder for inj			
31	Rosuvastatin 20mg	5,000		
32	Sodium Bicarbonate 1mEq/ml, 20ml sol'n for inj.	30		
33	Tranexamic Acid 100mg/ml, 5ml sol'n for injection	200		
34	Verapamil 2.5mg/ml, 2ml	6		

Item Number	Description (Lot 2)	Quantity	Total	Delivered, Weeks/Months
1	Aminophylline (Theophylline Ethylenediamine) 25mg/ml, 10ml sol'n for inj.	5		
2	Amoxicillin 100mg/ml, 15 ml oral drops	144		
3	Ascorbic Acid (vitamin C) 100mg/5ml, 60ml syrup	144		
4	Atorvastatin 40mg	10,000		
5	Bisacodyl 5mg	50		
6	Calcium Carbonate 500mg	5,000		
7	Carvedilol 6.25mg	20,000		
8	Cefalexin 500mg	10,000		
9	Ceftriaxone 1g powder for inj. Vial + 10ml diluent	1,000		
10	Cetirizine 5mg/5ml, 60ml syrup	432		
11	Clindamycin 150mg/ml, 2ml sol'n for inj.	160		
12	Cloxacillin 500mg	6,000		
13	Colchicine 500mg	1,000		
14	Digoxin 250mcg/ml, 2ml sol'n for inj.	60		
15	Diphenhydramine 50mg	500		
16	Furosemide 10mg/ml, 2ml sol'n for inj.	100		
17	Hydrocortisone 1% 10g cream	200		
18	Hyoscine 20mg/ml, 1ml sol'n for inj.	300		
19	Isoxsuprine 5mg/ml, 2ml sol'n for inj.	10		
20	Lagundi (Vitex Negundo L.) 300mg/5ml, 60ml syrup	288		
21	Losartan 50mg	30,000		
22	Metoclopramide 5mg/5ml, 60ml syrup	144		
23	Midazolam 5mg/ml, 1ml sol'n for inj.	50		
24	Multivitamins per 5ml, 60ml syrup	144		
25	Nicardipine 1mg/ml, 10ml sol'n for inj.	200		
26	Omeprazole 40mg powder for inj vial +10ml solvent	700		
27	Paracetamol 10mg/ml, 100ml sol'n	480		

	for inj.			
28	Paracetamol 150mg/ml, 2ml sol'n for inj.	500		
29	Phenytoin 50mg/ml, 2ml sol'n for injection	50		
30	Ranitidine 25mg/ml, 2ml sol'n for inj	10		
31	Salbutamol 2mg/5ml, 60ml syrup	288		
32	Sodium Bicarbonate 650mg	5,000		
33	Tranexamic Acid 500mg	3,000		
34	Vitamin B1+B6+B12 100mg + 5mg + 50mcg	15,000		

Item Number	Description (Lot 3)	Quantity	Total	Delivered, Weeks/Months
1	Amlodipine 5mg	20,000		
2	Ampicillin + Sulbactam 500mg + 250mg powder for inj.	100		
3	Ascorbic Acid (Vitamin C) 100mg/ml, 30ml oral drops	144		
4	Azithromycin 500mg	1,500		
5	Bisacodyl 10mg	50		
6	Captopril 25mg	10,000		
7	Cefalexin 250mg/5ml, 60ml syrup	432		
8	Cefazolin 1g powder for inj.	150		
9	Cefuroxime 500mg	10,020		
10	Ciprofloxacin 500mg	1,500		
11	Clonidine 75mcg	2,000		
12	Co-amoxiclav (Amoxicillin + Clavulanic Acid) 500mg + 125mg	8,008		
13	Diazepam 5mg/ml, 2ml sol'n for inj.	50		
14	Diphenhydramine 12.5mg/5ml, 60ml syrup	144		
15	Eperisone 50mg	3,000		
16	Furosemide 40mg	2,000		
17	Hydrocortisone 50mg/ml, 2ml	200		
18	Ipratropium + Salbutamol 500mcg + 2.5mg, 2.5 ml respiratory sol'n	3,000		
19	Ketoconazole 2% (20mg/g), 15g	200		
20	Lidocaine 10%, 50ml Spray	3		
21	Mefenamic Acid 500mg	10,000		
22	Metoclopramide 5mg/ml, 2ml sol'n for inj	200		
23	Morphine 10mg/ml, 1ml sol'n for inj.	50		
24	Mupirocin 2%, 15g ointment	400		
25	Norepinephrine 1mg/ml, 4ml sol'n for inj.	200		
26	Ondansetron 2mg/ml, 4ml sol'n for inj	100		
27	Paracetamol 100mg/ml, 15ml oral drops	144		

28	Paracetamol 125mg suppository	150		
29	Phytomenadione (Phytonadione, Vitamin K1) 10mg/ml, 1ml sol'n for inj.	100		
30	Regular, Insulin (Recombinant DNA Human) 100 IU/ml, 10ml sol'n for inj.	15		
31	Sevoflurane, 250ml volatile liquid for inhalation	10		
32	Tramadol 50mg/ml, 2ml sol'n for inj.	200		
33	Trimetazidine 35mg	10,000		

Section VII. Technical Specifications

Technical Specifications

Item	Specification (Lot 1)	Statement of Compliance
		[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.]
1	Acetylcysteine 600mg effervescent	
2	Amoxicillin 250mg/5ml, 60ml oral suspension	
3	Ampicillin 500mg powder for inj.	
4	Aspirin 80mg	
5	Betahistine 24mg	
6	Bupivacaine + Dextrose 0.5%+8%, 4ml sol'n for inj.	
7	Carboprost 250mcg/ml, 1ml sol'n for inj.	
8	Cefalexin 100mg/ml, 10ml oral drops	
9	Cefixime 100mg/5ml, 60ml oral suspension	
10	Celecoxib 200mg	
11	Clindamycin 300mg	

12	Clopidogrel 75mg	
13	Co-amoxiclav (Amoxicillin + Clavulanic Acid) 200mg + 28.5mg/5ml, 70ml oral suspension	
14	Dicycloverine (Dicyclomine) 10mg/5 ml, 60ml syrup	
15	Diphenhydramine 50mg/ml, 1ml sol'n for inj.	
16	Fentanyl 50mcg/ml, 2ml sol'n for inj.	
17	Haloperidol 50mg/ml, 1ml	
18	Hyoscine 10mg	
19	Isosorbide Dinitrate 1mg/ml, 10ml sol'n for inj.	
20	Ketorolac 30mg/ml, 1ml sol'n for inj.	
21	Lidocaine 2%, 50ml sol'n for inj.	
22	Metformin 500mg film coated tab	
23	Metoprolol 50mg	
24	Multivitamins	
25	Nalbuphine 10mg/ml, 1ml sol'n for inj.	
26	Omeprazole 40mg	
27	Oxacillin 500mg powder for inj. (IM / IV)	
28	Paracetamol 250mg/5ml, 60ml syrup	
29	Paracetamol 500mg	
30	Piperacillin + Tazobactam 4g + 500mg powder for inj	
31	Rosuvastatin 20mg	
32	Sodium Bicarbonate 1mEq/ml, 20ml sol'n for inj.	
33	Tranexamic Acid 100mg/ml, 5ml sol'n for injection	
34	Verapamil 2.5mg/ml, 2ml	

Item	Specification (Lot 2)	Statement of Compliance
		[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.]
1	Aminophylline (Theophylline Ethylenediamine) 25mg/ml, 10ml sol'n for inj.	
2	Amoxicillin 100mg/ml, 15 ml oral drops	
3	Ascorbic Acid (vitamin C) 100mg/5ml, 60ml syrup	
4	Atorvastatin 40mg	
5	Bisacodyl 5mg	
6	Calcium Carbonate 500mg	
7	Carvedilol 6.25mg	
8	Cefalexin 500mg	
9	Ceftriaxone 1g powder for inj. Vial + 10ml diluent	
10	Cetirizine 5mg/5ml, 60ml syrup	
11	Clindamycin 150mg/ml, 2ml sol'n for inj.	
12	Cloxacillin 500mg	
13	Colchicine 500mg	
14	Digoxin 250mcg/ml, 2ml sol'n for inj.	
15	Diphenhydramine 50mg	
16	Furosemide 10mg/ml, 2ml sol'n for inj.	
17	Hydrocortisone 1% 10g cream	
18	Hyoscine 20mg/ml, 1ml sol'n for inj.	
19	Isoxsuprine 5mg/ml, 2ml sol'n for inj.	
20	Lagundi (Vitex Negundo L.) 300mg/5ml, 60ml syrup	
21	Losartan 50mg	
22	Metoclopramide 5mg/5ml, 60ml syrup	
23	Midazolam 5mg/ml, 1ml sol'n for inj.	
24	Multivitamins per 5ml, 60ml syrup	
25	Nicardipine 1mg/ml, 10ml sol'n for inj.	
26	Omeprazole 40mg powder for inj vail +10ml solvent	
27	Paracetamol 10mg/ml, 100ml sol'n for inj.	
28	Paracetamol 150mg/ml, 2ml sol'n for inj.	
29	Phenytoin 50mg/ml, 2ml sol'n for injection	
30	Ranitidine 25mg/ml, 2ml sol'n for inj	

31	Salbutamol 2mg/5ml, 60ml syrup	
32	Sodium Bicarbonate 650mg	
33	Tranexamic Acid 500mg	
34	Vitamin B1+B6+B12 100mg + 5mg + 50mcg	

Item	Specification (Lot 3)	Statement of Compliance
		[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.]
1	Amlodipine 5mg	
2	Ampicillin + Sulbactam 500mg + 250mg powder for inj.	
3	Ascorbic Acid (Vitamin C) 100mg/ml,30ml oral drops	
4	Azithromycin 500mg	
5	Bisacodyl 10mg	
6	Captopril 25mg	
7	Cefalexin 250mg/5ml, 60ml syrup	
8	Cefazolin 1g powder for inj.	
9	Cefuroxime 500mg	
10	Ciprofloxacin 500mg	
11	Clonidine 75mcg	
12	Co-amoxiclav (Amoxicillin + Clavulanic Acid) 500mg +125mg	
13	Diazepam 5mg/ml, 2ml sol'n for inj.	
14	Diphenhydramine 12.5mg/5ml, 60ml syrup	
15	Eperisone 50mg	
16	Furosemide 40mg	
17	Hydrocortisone 50mg/ml, 2ml	
18	Ipratropium + Salbutamol 500mcg + 2.5mg, 2.5 ml respiratory sol'n	
19	Ketoconazole 2% (20mg/g), 15g	
20	Lidocaine 10%, 50ml Spray	
21	Mefenamic Acid 500mg	
22	Metoclopramide 5mg/ml, 2ml	

	sol'n for inj	
23	Morphine 10mg/ml, 1ml sol'n for inj.	
24	Mupirocin 2%, 15g ointment	
25	Norepinephrine 1mg/ml, 4ml sol'n for inj.	
26	Ondansetron 2mg/ml, 4ml sol'n for inj	
27	Paracetamol 100mg/ml, 15ml oral drops	
28	Paracetamol 125mg suppository	
29	Phytomenadione (Phytonadione, Vitamin K1) 10mg/ml, 1ml sol'n for inj.	
30	Regular, Insulin (Recombinant DNA Human) 100 IU/ml, 10ml sol'n for inj.	
31	Sevoflurane, 250ml volatile liquid for inhalation	
32	Tramadol 50mg/ml, 2ml sol'n for inj.	
33	Trimetazidine 35mg	

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE	
Class “A” Documents	
<u>Legal Documents</u>	
<input type="checkbox"/>	(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;
<u>Technical Documents</u>	
<input type="checkbox"/>	(b) 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
<input type="checkbox"/>	(c) 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
<input type="checkbox"/>	(d) 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
<input type="checkbox"/>	(e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; and
<input type="checkbox"/>	(f) 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.
<u>Financial Documents</u>	
<input type="checkbox"/>	(g) 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	
<input type="checkbox"/>	(h) 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.

II. FINANCIAL COMPONENT ENVELOPE	
<input type="checkbox"/>	(i) Original of duly signed and accomplished Financial Bid Form; and
<input type="checkbox"/>	(j) Original of duly signed and accomplished Price Schedule(s).
<u>Other documentary requirements under RA No. 9184 (as applicable)</u>	
<input type="checkbox"/>	(k) [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.
<input type="checkbox"/>	(l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.
<u>Additional requirements for Medicines and Medical Supplies:</u>	
<input type="checkbox"/>	(m) Certification by the PHD that medicines and drugs requisitioned are included in the PNDF Current Edition
<input type="checkbox"/>	(n) License to Operate (LTO) from BFAD with list of sources
<input type="checkbox"/>	(o) Certificate of Product Registration (CPR) from BFAD, manufacturer(s) reconciled with the list of sources in the LTO for every drug and medicines delivered
<input type="checkbox"/>	(p) Certificate of Good Manufacturing Practice (CGMP) issued by BFAD, if supplier is a manufacturer
<input type="checkbox"/>	(q) Batch Certificate for antibiotics
<input type="checkbox"/>	(r) Lot Release Certificate for Biologicals and Vaccines
<input type="checkbox"/>	(s) DR or invoices bearing the Lot Number and Expiry Date
<input type="checkbox"/>	(t) Results of Test analysis in the absence of Batch Certificate and Lot Release Certificate by proper government agency for articles subject to test such as drugs and medicines

FORMS

Bid Form for the Procurement of Goods

Date : _____

Project/Contract Identification No. : _____

To: **CITY GOVERNMENT OF NAGA**
City Hall Compound, J. Miranda Avenue
Concepcion Pequena, Naga City

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers _____ [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to

_____ [supply/deliver/perform] [description of the Goods] in conformity with the said PBDs for the sum of

_____ (P _____) Pesos [total Bid amount in words and figures] or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

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

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

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

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

(if none, state "None")]

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of:

Date: _____

BILL OF QUANTITIES

Supply and Delivery of Medicines for use of NCH (Lot 1)

Contract Reference Number: 2023-031

For Goods Offered From Within the Philippines

Name of Bidder: _____

Invitation to Bid Number : _____

1	2	3	4		5	6	7	8	9	10
Item	Description	Country of Origin	Quantity	Unit	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incident al Services, if applicable, per item	Total Price, per unit (col 5+6+7 +8)	Total Price delivered Final Destination (col 9) x (col 4)
1	Acetylcysteine 600mg effervescent		4,000	tab.						
2	Amoxicillin 250mg/5ml, 60ml oral suspension		288	btl						
3	Ampicillin 500mg powder for inj.		50	vl						
4	Aspirin 80mg		2,000	tab.						
5	Betahistine 24mg		2,000	tab.						
6	Bupivacaine + Dextrose 0.5%+8%, 4ml sol'n for inj.		100	amp / vl						
7	Carboprost 250mcg/ml, 1ml sol'n for inj.		10	amp/vl						
8	Cefalexin 100mg/ml, 10ml oral drops		144	drop						
9	Cefixime 100mg/5ml, 60ml oral suspension		144	btl						
10	Celecoxib 200mg		4,000	cap						
11	Clindamycin 300mg		5,000	cap						
12	Clopidogrel 75mg		5,000	tab.						
13	Co-amoxiclav (Amoxicillin + Clavulanic Acid) 200mg + 28.5mg/5ml, 70ml oral suspension		144	btl						
14	Dicycloverine (Dicyclomine) 10mg/5 ml, 60ml syrup		144	btl						
15	Diphenhydramine 50mg/ml, 1ml sol'n for inj.		100	amp.						
16	Fentanyl 50mcg/ml, 2ml sol'n for inj.		50	amp						
17	Haloperidol 50mg/ml, 1ml		10	amp.						
18	Hyoscine 10mg		7,000	tab.						

19	Isosorbide Dinitrate 1mg/ml, 10ml sol'n for inj.		10	amp.					
20	Ketorolac 30mg/ml, 1ml sol'n for inj.		300	amp					
21	Lidocaine 2%, 50ml sol'n for inj.		50	vl					
22	Metformin 500mg film coated tab		20,000	tab.					
23	Metoprolol 50mg		500	tab.					
24	Multivitamins		10,000	cap					
25	Nalbuphine 10mg/ml, 1ml sol'n for inj.		200	amp.					
26	Omeprazole 40mg		5,000	cap					
27	Oxacillin 500mg powder for inj. (IM / IV)		50	vl					
28	Paracetamol 250mg/5ml, 60ml syrup		720	btl					
29	Paracetamol 500mg		7,000	tab.					
30	Piperacillin + Tazobactam 4g + 500mg powder for inj		100	vl					
31	Rosuvastatin 20mg		5,000	tab.					
32	Sodium Bicarbonate 1mEq/ml, 20ml sol'n for inj.		30	amp.					
33	Tranexamic Acid 100mg/ml, 5ml sol'n for injection		200	amp.					
34	Verapamil 2.5mg/ml, 2ml		6	amp.					
Total Amount in words:									

Submitted by:

Name & Signature: _____

Designation: _____

Name of Company: _____

Date: _____

BILL OF QUANTITIES

Supply and Delivery of Medicines for use of NCH (Lot 2)

Contract Reference Number: 2023-031

For Goods Offered From Within the Philippines

Name of Bidder: _____

Invitation to Bid Number : _____

1	2	3	4		5	6	7	8	9	10
Item	Description	Country of Origin	Quantity	Unit	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
1	Aminophylline (Theophylline Ethylenediamine) 25mg/ml, 10ml sol'n for inj.		5	amp						
2	Amoxicillin 100mg/ml, 15 ml oral drops		144	drop						
3	Ascorbic Acid (vitamin C) 100mg/5ml, 60ml syrup		144	btl						
4	Atorvastatin 40mg		10,000	tab.						
5	Bisacodyl 5mg		50	supp						
6	Calcium Carbonate 500mg		5,000	tab.						
7	Carvedilol 6.25mg		20,000	tab.						
8	Cefalexin 500mg		10,000	cap						
9	Ceftriaxone 1g powder for inj. Vial + 10ml diluent		1,000	vl						
10	Cetirizine 5mg/5ml, 60ml syrup		432	btl						
11	Clindamycin 150mg/ml, 2ml sol'n for inj.		160	amp						
12	Cloxacillin 500mg		6,000	cap						
13	Colchicine 500mg		1,000	tab.						
14	Digoxin 250mcg/ml, 2ml sol'n for inj.		60	amp.						
15	Diphenhydramine 50mg		500	cap						
16	Furosemide 10mg/ml, 2ml sol'n for inj.		100	amp.						
17	Hydrocortisone 1% 10g cream		200	tube						
18	Hyoscine 20mg/ml, 1ml sol'n for inj.		300	amp.						

19	Isoxsuprine 5mg/ml, 2ml sol'n for inj.		10	amp					
20	Lagundi (Vitex Negundo L.) 300mg/5ml, 60ml syrup		288	btl					
21	Losartan 50mg		30,000	tab.					
22	Metoclopramide 5mg/5ml, 60ml syrup		144	btl					
23	Midazolam 5mg/ml, 1ml sol'n for inj.		50	amp.					
24	Multivitamins per 5ml, 60ml syrup		144	btl					
25	Nicardipine 1mg/ml, 10ml sol'n for inj.		200	amp.					
26	Omeprazole 40mg powder for inj vail +10ml solvent		700	vl					
27	Paracetamol 10mg/ml, 100ml sol'n for inj.		480	vl					
28	Paracetamol 150mg/ml, 2ml sol'n for inj.		500	amp					
29	Phenytoin 50mg/ml, 2ml sol'n for injection		50	amp.					
30	Ranitidine 25mg/ml, 2ml sol'n for inj		10	amp.					
31	Salbutamol 2mg/5ml, 60ml syrup		288	btl					
32	Sodium Bicarbonate 650mg		5,000	tab.					
33	Tranexamic Acid 500mg		3,000	cap					
34	Vitamin B1+B6+B12 100mg + 5mg + 50mcg		15,000	tab.					
Total Amount in words:									

Submitted by:

Name & Signature: _____

Designation: _____

Name of Company: _____

Date: _____

BILL OF QUANTITIES

Supply and Delivery of Medicines for use of NCH (Lot 3)

Contract Reference Number: 2023-031

For Goods Offered From Within the Philippines

Name of Bidder: _____

Invitation to Bid Number : _____

1	2	3	4		5	6	7	8	9	10
Item	Description	Country of Origin	Quantity	Unit	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
1	Amlodipine 5mg		20,000	tab.						
2	Ampicillin + Sulbactam 500mg + 250mg powder for inj.		100	vl						
3	Ascorbic Acid (Vitamin C) 100mg/ml, 30ml oral drops		144	drop						
4	Azithromycin 500mg		1,500	tab.						
5	Bisacodyl 10mg		50	supp						
6	Captopril 25mg		10,000	tab.						
7	Cefalexin 250mg/5ml, 60ml syrup		432	btl						
8	Cefazolin 1g powder for inj.		150	vl						
9	Cefuroxime 500mg		10,020	tab.						
10	Ciprofloxacin 500mg		1,500	tab.						
11	Clonidine 75mcg		2,000	tab.						
12	Co-amoxiclav (Amoxicillin + Clavulanic Acid) 500mg +125mg		8,008	tab.						
13	Diazepam 5mg/ml, 2ml sol'n for inj.		50	amp						
14	Diphenhydramine 12.5mg/5ml, 60ml syrup		144	btl						
15	Eperisone 50mg		3,000	tab.						
16	Furosemide 40mg		2,000	tab.						
17	Hydrocortisone 50mg/ml, 2ml		200	vl						
18	Ipratropium + Salbutamol 500mcg + 2.5mg, 2.5 ml respiratory sol'n		3,000	neb						

19	Ketoconazole 2% (20mg/g), 15g		200	tube					
20	Lidocaine 10%, 50ml Spray		3	btl					
21	Mefenamic Acid 500mg		10,000	cap					
22	Metoclopramide 5mg/ml, 2ml sol'n for inj		200	amp					
23	Morphine 10mg/ml, 1ml sol'n for inj.		50	amp					
24	Mupirocin 2%, 15g ointment		400	tube					
25	Norepinephrine 1mg/ml, 4ml sol'n for inj.		200	amp.					
26	Ondansetron 2mg/ml, 4ml sol'n for inj		100	amp.					
27	Paracetamol 100mg/ml, 15ml oral drops		144	drop					
28	Paracetamol 125mg suppository		150	supp					
29	Phytomenadione (Phytonadione, Vitamin K1) 10mg/ml, 1ml sol'n for inj.		100	amp.					
30	Regular, Insulin (Recombinant DNA Human) 100 IU/ml, 10ml sol'n for inj.		15	vl					
31	Sevoflurane, 250ml volatile liquid for inhalation		10	btl					
32	Tramadol 50mg/ml, 2ml sol'n for inj.		200	amp.					
33	Trimetazidine 35mg		10,000	tab.					
Total Amount in words:									

Submitted by:

Name & Signature: _____

Designation: _____

Name of Company: _____

Date: _____

Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES)
CITY OF NAGA) S.S.

AFFIDAVIT

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

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

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

2. [If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of _____, 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 _____ of the City Government of Naga, as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for _____ of the City Government of Naga, 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. _____ 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, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

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. _____ is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. [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 _____ 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 _____ 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. _____ complies with existing labor laws and standards; and

8. _____ is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the _____.

9. _____ did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

- 10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____ at Naga City, Philippines.

Name of Bidder or its Authorized Representative

Signatory's legal capacity

Affiant

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20____ [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 _____, 20____ [month] [year].

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

BID SECURING DECLARATION

Project/Contract Identification No.: _____

To: **CITY GOVERNMENT OF NAGA**
City Hall Compound, J. Miranda Avenue
Concepcion Pequena, Naga City

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement 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 No. 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; and
 - 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].

Name of Bidder or its Authorized Representative

Signatory's legal capacity

Affiant

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20____ [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 _____, 20____ [month] [year].

STATEMENT OF THE BIDDER'S SINGLE LARGEST COMPLETED CONTRACT (SLCC)

(similar to the contract to be bid, except under conditions provided for in Section 23.4.1.3 and 23.4.2.4 of the IRR, within 10 years)

Business Name: _____

Business Address: _____

Name of Contract	Date of Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Contract	Amount of Completed contract (amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the SLCC requirement)	Date of Delivery
GOVERNMENT							
PRIVATE							

Note: This statement shall be supported with: 1. Contract, 2. Certificate of Completion, 3. End user's acceptance or official receipt(s) or sales invoice issued for the contract

STATEMENT OF ALL 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)

Business Name: _____
 Business Address: _____

Name of Contract	Date of Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Contract	Value of Outstanding Contracts	Delivery Schedule
GOVERNMENT							
PRIVATE							

Note: This statement shall be supported with: 1. Notice of Award and/or Contract; 2. Notice to Proceed, 3. Certificate of Accomplishment signed by the owner or authorized representative

Submitted by:

 Name & Signature of Authorized Representative

 Designation

 Date

NOTE:

1. PLEASE USE THE FORMS PROVIDED IN THIS PBD AND SHOULD REMAIN UNALTERED.

2. KINDLY PUT TABS AT THE RIGHT SIDE OF ALL THE DOCUMENTARY REQUIREMENTS.

