

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Supply and Delivery of Various Drugs and Medicines for Oncology, Dermatology and Biologicals for CY 2023

Government of the Republic of the Philippines

Bid Opening: December 12, 2022 @ 10:00AM

**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

Notes on the Invitation to Bid

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

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

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

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



INVITATION TO BID
**SUPPLY AND DELIVERY OF VARIOUS DRUGS AND MEDICINES FOR ONCOLOGY, DERMATOLOGY
 AND BIOLOGICALS FOR CY 2023**
PUBLIC BIDDING NO. VMC – 2023 - 004

1. The Valenzuela Medical Center (VMC), through the General Appropriations Act/Income CY 2023, intends to apply the sum of **Philippine Currency: Twenty-Six Million Six Hundred Thirty-Eight Thousand Five Hundred Thirty-Seven Pesos and 56/100 Only (P 26,638,537.56)** being the Approved Budget for the Contract (ABC) to payments for the **SUPPLY AND DELIVERY OF VARIOUS DRUGS AND MEDICINES FOR ONCOLOGY, DERMATOLOGY AND BIOLOGICALS FOR CY 2023**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Valenzuela Medical Center (VMC) now invites bids for the above Procurement Project. Delivery of the Goods is required within the period specified under Sec. VI. 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 restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information starting **November 22, 2022** and inspect the Bidding Documents at the address given below during 9:00am-11:00am and 2:00pm-4:00pm.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **November 22, 2022, 10:00am** from the given address and upon payment of a non-refundable fee in the amount as follows:

ABC to be Bid	Maximum Cost of Bidding Documents (in Philippine Peso)
500,000 and below	500.00
More than 500,000 up to 1 Million	1,000.00
More than 1 Million up to 5 Million	5,000.00
More than 5 Million up to 10 Million	10,000.00
More than 10 Million up to 50 Million	25,000.00

The Procuring Entity shall allow the bidder to present its proof of payment for the fees either *in person, by facsimile, or through electronic means.*
 [NOTE: For lot procurement, the maximum fee for the Bidding Documents for each lot shall be based on its ABC, in accordance with the Guidelines issued by the GPPB; provided that the total fees for the Bidding Documents of all lots shall not exceed the maximum fee prescribed in the Guidelines for the sum of the ABC of all lots.]

6. The Valenzuela Medical Center will hold a Pre-Bid Conference¹ on **November 29, 2022, 10:00 am** at BAC Office, Admin. Bldg., Valenzuela Medical Center, Padrigal St., Karuhatan, Valenzuela City, 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 **December 12, 2022, 10:00am**. 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 **December 12, 2022, 10:00am** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. *Prospective bidders shall provide use of a back-up data or cloud storage for large files uploaded for online bid submissions*
11. The Valenzuela Medical Center reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with 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:

BAC Secretariats' Office
Valenzuela Medical Center, Annex Building, 2nd Floor,
Padrigal St., Valenzuela City
Telefax No. 294-4625
Email: ymc_bac@yahoo.com

JOSEPH T. NOCOM, MD, FPOA
Chairman, Bids and Awards Committee

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, **Valenzuela Medical Center** wishes to receive Bids for the Supply and Delivery of Various Drugs and Medicines for Oncology, Dermatology and Biologicals for CY 2023, with identification number **VMC 2023-004**.

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

The Procurement Project (referred to herein as “Project”) is composed of **Seventy-Seven (77) 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 **CY 2023** in the amount of **Philippine Currency: Twenty-Six Million Six Hundred Thirty-Eight Thousand Five Hundred Thirty-Seven Pesos and 56/100 Only (PhP 26,638,537.56)**.

2.2. The source of funding is:

[If not an early procurement activity, select one and delete others:]

a. NGA, the General Appropriations Act or Special Appropriations.

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. *[Select one, delete other/s]*

a. 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:

[Select one, delete the other/s]

a. 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.

b. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: *[Select either failure or monopoly of bidding based on market research conducted]*

i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies*] of the ABC for this Project; and

ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

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

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.
- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **November 29, 2022** at **VMC Annex Building, Padrigal St. Karuhatan , Valenzuela City** (*if applicable*) and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within three (3) years *as provided in paragraph 2 of the IB*] 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. *[Include if Framework Agreement will be used:]* Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;

- iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

12.2. *[Include if Framework Agreement will be used:]* For Framework Agreement, the following should also apply in addition to Clause 12.1:

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

13. Bid and Payment Currencies

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

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

- a. Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² 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 One Hundred Twenty (120) days from bid opening date. 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. 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.

² 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.

17. Domestic Preference

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

18. Detailed Evaluation and Comparison of Bids

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

Option 3 - One Project having several items, which shall be awarded as separate contracts per item.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

19. 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**.

20. 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

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p style="margin-left: 40px;">a. <i>Supply and Delivery of Various Drugs and Medicines for Oncology, Dermatology and Biologicals for CY 2023.</i></p> <p style="margin-left: 40px;">b. <i>completed within three (3) years prior to the deadline for the submission and receipt of bids.</i></p>
7.1	<i>[Specify the portions of Goods to be subcontracted, which shall not be a significant or material component of the Project as determined by the Procuring Entity.]</i>
12	The price of the Goods shall be quoted DDP <i>[state place of destination]</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p style="margin-left: 40px;">a. The amount of not less than _____ <i>[Indicate the amount equivalent to two percent (2%) of ABC]</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p style="margin-left: 40px;">b. The amount of not less than _____ <i>[Indicate the amount equivalent to five percent (5%) of ABC]</i> if bid security is in Surety Bond.</p>
19.3	<p><i>[In case the Project will be awarded by lot, list the grouping of lots by specifying the group title, items, and the quantity for every identified lot, and the corresponding ABC for each lot.]</i></p> <p><i>[In case the project will be awarded by item, list each item indicating its quantity and ABC.]</i></p>
20.2	<i>[List here any licenses and permits relevant to the Project and the corresponding law requiring it.]</i>
21.2	<i>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]</i>

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: <i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

- 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.
- f. *[Specify additional incidental service requirements, as needed.]*

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:

Select appropriate requirements and delete the rest.

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
 - 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 cost 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 for a period of *[indicate here the time period specified. If not used indicate a time period of three times the warranty period]*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within *[insert appropriate time period]* months of placing the order.

	<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><i>[If partial payment is allowed, state]</i> “The terms of payment shall be as follows: _____.”</p>
4	<p>The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i></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 No.	Description	Quantity		Unit Price	Total	Delivered, Weeks/Months
ONCOLOGY MEDICINES						
1	Bleomycin sulfate 15unit powder for injection	90	vial	1,787.50	160,875.00	a. 1 st Delivery 20CD upon receipt of NTP b. Succeeding delivery with schedules
2	Calcium Folate (Leucovorin Calcium) 10mg/ml, 5ml	640	ampule	180.00	115,200.00	
3	Calcium Folate (Leucovorin Calcium) 10mg/ml, 5ml	640	vial	185.00	118,400.00	
4	Capecitabine 500mg or blister pack	720	tablet	50.00	36,000.00	
5	Carboplatin 10mg/ml, 45ml	90	vial	1,904.00	171,360.00	
6	Cisplatin 1mg/ml, 10ml	160	vial	181.50	29,040.00	
7	Cisplatin 1mg/ml, 50ml	90	vial	450.00	40,500.00	
8	Cyclophosphamide 500mg	480	vial	220.00	105,600.00	
9	Cytarabine 100mg/ml, 5ml	320	vial	376.00	120,320.00	
10	Dactinomycin 500mcg	640	vial	440.00	281,600.00	
11	Docetaxel 20mg/0.5ml , 0.5ml solution for injection	480	vial	1,105.00	530,400.00	

12	Docetaxel 40mg/ml , 2ml solution for injection	120	vial	3,220.00	386,400.00	
13	Doxorubicin HCl 10mg	560	vial	166.00	92,960.00	
14	Doxorubicin HCl 50mg	320	vial	549.00	175,680.00	
15	Etoposide 20 mg/mL, 5 mL	240	ampule	307.50	73,800.00	
16	Etoposide 20 mg/mL, 5 mL	240	vial	297.00	71,280.00	
17	Fluorouracil 50 mg/mL, 10 mL	640	vial	73.00	46,720.00	
18	Ifosfamide powder, 1 gram	320	vial	1,500.00	480,000.00	
19	Ifosfamide powder, 2 gram	190	vial	1,815.00	344,850.00	
20	Letrozole 2.5mg or blister pack	1800	tablet	36.30	65,340.00	
21	Mesna (sodium-2-mercaptoethanesulphonate) 100 mg/mL,4mL	640	vial	147.00	94,080.00	
22	Octreotide (as acetate) 100mcg/ml, 1ml	200	ampule	650.00	130,000.00	
23	Ondansetron 2mg/ml, 4ml	400	ampule	200.00	80,000.00	
24	Oxaliplatin 50mg powder	160	vial	1,165.79	186,526.40	
25	Trastuzumab 150 mg Lyophilized Powder	80	vial	26,025.24	2,082,019.20	
26	Vincristine sulfate 1mg/ml, 1ml	200	vial	395.88	79,176.00	
27	Vincristine sulfate 1mg/ml, 2ml	200	vial	400.00	80,000.00	

	DERMATOLOGIC MEDICINES					
28	Betamethasone cream 0.1%, 5gram	200	tube	149.00	29,800.00	
29	Betamethasone ointment 0.1%, 5gram	240	tube	41.74	10,017.60	
30	Calcipotriol 50 microgram/g ointment, 30gram	48	tube	1,573.00	75,504.00	
31	Calcipotriol + Betamethasone 50 microgram calcipotriol (as hydrate) + 500 microgram betamethasone (as dipropionate)/g, 30 gram	48	tube	1,367.92	65,660.16	
32	Clobetasol cream 0.05%, 5gram	240	tube	115.00	27,600.00	
33	Clobetasol ointment 0.05%, 5gram	240	tube	72.00	17,280.00	
34	Bacitracin + Neomycin + Polymixin B 200units + 3mg + 4000units/g , 10g	96	tube	350.00	33,600.00	
35	Benzoyl Peroxide 5%, 20gram	96	tube	380.00	36,480.00	
36	Calamine Lotion, Plain 8%, 60ml or 120ml	96	bottle	110.00	10,560.00	
37	Clotrimazole Cream: 1% (10 mg/g), 3g, aluminum collapsible	320	tube	264.33	84,585.60	
38	Clotrimazole Cream: 1% (10 mg/g), 10g, aluminum collapsible	320	tube	264.33	84,585.60	
39	Fluocinonide 0.05%, 5gram cream	320	tube	281.50	90,080.00	
40	Fluocinonide 0.05%, 5gram ointment	320	tube	300.00	96,000.00	
41	Fusidate Sodium / Fusidic Acid 2% 5g cream	320	tube	165.26	52,883.20	
42	Fusidate Sodium / Fusidic Acid 2% 5g ointment	320	tube	170.50	54,560.00	

43	Hydrocortisone 1%, 5g cream	320	tube	140.00	44,800.00	
44	Itraconazole 100mg	320	capsule	32.10	10,272.00	
45	Ketoconazole Cream: 2% (20 mg/ g), 15 g aluminum collapsible	320	tube	120.00	38,400.00	
46	Ketoconazole Shampoo: 2% (20 mg/ g), 6 mL	480	foil sachet	48.00	23,040.00	
47	Ketoconazole Shampoo: 2% (20 mg/ g), 60 mL	192	bottle	328.00	62,976.00	
48	Miconazole 2% (20mg/g), 5 gram cream	96	tube	387.00	37,152.00	
49	Miconazole, 20mg, 3.5gram oral gel	96	tube	259.75	24,936.00	
50	Mupirocin 2% , 15g ointment	960	tube	160.00	153,600.00	
51	Mupirocin 2% , 5g ointment	1200	tube	130.00	156,000.00	
52	Permethrin lotion,5%, 60ml	160	bottle	195.80	31,328.00	
53	Selenium Sulfide Lotion: 2.5%, 100 ml	96	bottle	34.00	3,264.00	
54	Terbinafine Cream: 1%, 3 gram (as hydrochloride)	320	tube	182.75	58,480.00	
55	Terbinafine Cream: 1%, 10gram (as hydrochloride)	320	tube	443.00	141,760.00	
56	Valaciclovir (as hydrochloride) 500 mg or blister pack	320	tablet	31.61	10,115.20	
	BIOLOGICALS					
57	Albumin Human 20%, 50ml	2880	vial	1,800.00	5,184,000.00	
58	Albumin Human 25%, 50ml	480	vial	2,654.00	1,273,920.00	
69	Anti tetanus Serum (ATS) (equine) 1500iu	11520	ampule	90.00	1,036,800.00	

60	Enoxaparine 100mg/ml, 0.4ml	1440	prefilled syringe	254.28	366,163.20	
61	Enoxaparine 100mg/ml, 0.6ml	2400	prefilled syringe	361.82	868,368.00	
62	Epoetin alfa (recombinant human erythropoietin) 10,000iu/ml	1440	prefilled syringe	1,498.00	2,157,120.00	
63	Epoetin alfa (recombinant human erythropoietin) 4000 iu/0.4 ml	1280	prefilled syringe	350.00	448,000.00	
64	Factor VIII Concentrate lyophilized powder, 100 IU/g vial + diluent (IV)	80	vial	5,064.00	405,120.00	
65	Filgrastim (G-CSF) 300 mcg/0.5 mL, 0.5 mL Solution for Injection Prefilled Syringe	560	prefilled syringe	1,115.00	624,400.00	
66	Fondaparinux 2.5mg/0.5ml solution	1600	prefilled syringe	1,155.00	1,848,000.00	
67	Influenza Polyvalent Vaccine 0.5 mL suspension, IM ,(adult)	800	prefilled syringe	600.60	480,480.00	
68	Heparin 1,000 iu/ml, 5ml	800	vial	135.00	108,000.00	
69	Heparin 5,000 iu/ml, 5ml	800	vial	228.07	182,456.00	
70	Hepatitis B Immunoglobulin (human) 0.5ml	480	vial	2,150.00	1,032,000.00	
71	Immunoglobulin Normal, Human (IGIV) 50mg/ml, 50ml	400	vial	5,000.00	2,000,000.00	
72	Insulin, Biphasic Isophane Human 70/30 (recombinant DNA) 70% isophane suspension + 30% soluble insulin 100IU/ml, 10ml	2400	vial	153.40	368,160.00	

73	Isophane Insulin Human (Recombinant DNA) 100 IU/mL, 10mL Suspension for Injection	240	vial	154.70	37,128.00	
74	Regular Insulin (Recombinant DNA human) 100IU/ml, 10ml	480	vial	175.50	84,240.00	
75	Vaccine, Pneumococcal Polyvalent 25 mcg/0.5 mL, 0.5 mL single dose	300	vial	599.50	179,850.00	
76	Vaccine, Tetanus Toxoid 40IU (5lf)/0.5mL, 0.5mL Suspension for Injection	2880	ampule	43.78	126,086.40	
DRUGS AND MEDICINES						
77	Miconazole 1.2gm	160	vaginal suppository	530.00	84,800.00	
TOTAL					26,638,537.56	

Additional Requirements:

- All quantity should be served and no loose items will be cancelled even the packaging do not conform to the required quantity. All requests for cancellation will be reflected to the Performance Evaluation of the Supplier.
- All packaging is acceptable provided that they met the total quantity requirement (per pieces/ per box)
- Content higher than the requirement is acceptable – advantageous to the government

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

Technical Specifications

		TECHNICAL SPECIFICATIONS		
Item / Service	Maximum Quantity	Technical Specifications / Scope of Work		Statement of Compliance
			SUPPLY AND DELIVERY OF VARIOUS DRUGS AND MEDICINES FOR ONCOLOGY, DERMATOLOGY AND BIOLOGICALS FOR CY 2023	<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</i></p>
			ONCOLOGY MEDICINES	
1	90	vial	Bleomycin sulfate 15unit powder for injection	
2	640	ampule	Calcium Folate (Leucovorin Calcium) 10mg/ml, 5ml	
3	640	vial	Calcium Folate (Leucovorin Calcium) 10mg/ml, 5ml	
4	720	tablet	Capecitabine 500mg or blister pack	
5	90	vial	Carboplatin 10mg/ml, 45ml	
6	160	vial	Cisplatin 1mg/ml, 10ml	
7	90	vial	Cisplatin 1mg/ml, 50ml	
8	480	vial	Cyclophosphamide 500mg	
9	320	vial	Cytarabine 100mg/ml, 5ml	
10	640	vial	Dactinomycin 500mcg	
11	480	vial	Docetaxel 20mg/0.5ml , 0.5ml solution for injection	
12	120	vial	Docetaxel 40mg/ml , 2ml solution for injection	
13	560	vial	Doxorubicin HCl 10mg	
14	320	vial	Doxorubicin HCl 50mg	
15	240	ampule	Etoposide 20 mg/mL, 5 mL	
16	240	vial	Etoposide 20 mg/mL, 5 mL	
17	640	vial	Fluorouracil 50 mg/mL, 10 mL	
18	320	vial	Ifosfamide powder, 1 gram	

19	190	vial	Ifosfamide powder, 2 gram	<i>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.]</i>
20	1800	tablet	Letrozole 2.5mg or blister pack	
21	640	vial	Mesna (sodium-2-mercaptoethanesulphonate) 100 mg/mL,4mL	
22	200	ampule	Octreotide (as acetate) 100mcg/ml, 1ml	
23	400	ampule	Ondansetron 2mg/ml, 4ml	
24	160	vial	Oxaliplatin 50mg powder	
25	80	vial	Trastuzumab 150 mg Lyophilized Powder	
26	200	vial	Vincristine sulfate 1mg/ml, 1ml	
27	200	vial	Vincristine sulfate 1mg/ml, 2ml	
			DERMATOLOGIC MEDICINES	
28	200	tube	Betamethasone cream 0.1%, 5gram	
29	240	tube	Betamethasone ointment 0.1%, 5gram	
30	48	tube	Calcipotriol 50 microgram/g ointment, 30gram	
31	48	tube	Calcipotriol + Betamethasone 50 microgram calcipotriol (as hydrate) + 500 microgram betamethasone (as dipropionate)/g, 30 gram	
32	240	tube	Clobetasol cream 0.05%, 5gram	
33	240	tube	Clobetasol ointment 0.05%, 5gram	
34	96	tube	Bacitracin + Neomycin + Polymixin B 200units + 3mg + 4000units/g , 10g	
35	96	tube	Benzoyl Peroxide 5%, 20gram	
36	96	bottle	Calamine Lotion, Plain 8%, 60ml or 120ml	
37	320	tube	Clotrimazole Cream: 1% (10 mg/ g), 3g, aluminum collapsible	
38	320	tube	Clotrimazole Cream: 1% (10 mg/ g), 10g, aluminum collapsible	
39	320	tube	Fluocinonide 0.05%, 5gram cream	
40	320	tube	Fluocinonide 0.05%, 5gram ointment	
41	320	tube	Fusidate Sodium / Fusidic Acid 2% 5g cream	
42	320	tube	Fusidate Sodium / Fusidic Acid 2% 5g ointment	
43	320	tube	Hydrocortisone 1%, 5g cream	
44	320	capsule	Itraconazole 100mg	

45	320	tube	Ketoconazole Cream: 2% (20 mg/ g), 15 g aluminum collapsible
46	480	foil sachet	Ketoconazole Shampoo: 2% (20 mg/ g), 6 mL
47	192	bottle	Ketoconazole Shampoo: 2% (20 mg/ g), 60 mL
48	96	tube	Miconazole 2% (20mg/g), 5 gram cream
49	96	tube	Miconazole, 20mg, 3.5gram oral gel
50	960	tube	Mupirocin 2% , 15g ointment
51	1200	tube	Mupirocin 2% , 5g ointment
52	160	bottle	Permethrin lotion,5%, 60ml
53	96	bottle	Selenium Sulfide Lotion: 2.5%, 100 ml
54	320	tube	Terbinafine Cream: 1%, 3 gram (as hydrochloride)
55	320	tube	Terbinafine Cream: 1%, 10gram (as hydrochloride)
56	320	tablet	Valaciclovir (as hydrochloride) 500 mg or blister pack
			BIOLOGICALS
57	2880	vial	Albumin Human 20%, 50ml
58	480	vial	Albumin Human 25%, 50ml
59	11520	ampule	Anti tetanus Serum (ATS) (equine) 1500iu
60	1440	prefilled syringe	Enoxaparine 100mg/ml, 0.4ml
61	2400	prefilled syringe	Enoxaparine 100mg/ml, 0.6ml
62	1440	prefilled syringe	Epoetin alfa (recombinant human erythropoietin) 10,000iu/ml
63	1280	prefilled syringe	Epoetin alfa (recombinant human erythropoietin) 4000 iu/0.4 ml
64	80	vial	Factor VIII Concentrate lyophilized powder, 100 IU/g vial + diluent (IV)
65	560	prefilled syringe	Filgrastim (G-CSF) 300 mcg/0.5 mL, 0.5 mL Solution for Injection Prefilled Syringe
66	1600	prefilled syringe	Fondaparinux 2.5mg/0.5ml solution
67	800	prefilled syringe	Influenza Polyvalent Vaccine 0.5 mL suspension, IM ,(adult)
68	800	vial	Heparin 1,000 iu/ml, 5ml
69	800	vial	Heparin 5,000 iu/ml, 5ml

70	480	vial	Hepatitis B Immunoglobulin (human) 0.5ml
71	400	vial	Immunoglobulin Normal, Human (IGIV) 50mg/ml, 50ml
72	2400	vial	Insulin, Biphasic Isophane Human 70/30 (recombinant DNA) 70% isophane suspension + 30% soluble insulin 100IU/ml, 10ml
73	240	vial	Isophane Insulin Human (Recombinant DNA) 100 IU/mL, 10mL Suspension for Injection
74	480	vial	Regular Insulin (Recombinant DNA human) 100IU/ml, 10ml
75	300	vial	Vaccine, Pneumococcal Polyvalent 25 mcg/0.5 mL, 0.5 mL single dose
76	2880	ampule	Vaccine, Tetanus Toxoid 40IU (5lf)/0.5mL, 0.5mL Suspension for Injection
			DRUGS AND MEDICINES
77	160	vaginal suppository	Miconazole 1.2gm
			<i>P 26,638,537.56</i>

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

VALENZUELA MEDICAL CENTER

PUBLIC BIDDING NO. VMC-2023-004

PROJECT : SUPPLY AND DELIVERY OF VARIOUS DRUGS AND MEDICINES FOR ONCOLOGY, DERMATOLOGY AND BILOGICALS FOR CY 2023

BIDDER : _____

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

(a) Valid PhilGEPS Registration Certificate Platinum Membership) (all pages);

Technical Documents

(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**

(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 last three (3) years as provided in the Bidding Documents; **and**

(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

(e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**

(f) Original duly signed Omnibus Sworn Statement (OSS);

- **For corporation/Partnership/Cooperative – attach** Original Notarized Secretary's Certificate
- For JVA - attach Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

(g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC); **or** A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

(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

(i) Original of duly signed and accomplished Financial Bid Form

(j) Original of duly signed and accomplished Price Schedule(s).

(k) Certificate of Product Registration (CPR) and Certificate of Good Manufacturing Practice Compliance (CGMP)

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

(l) [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.

(m) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

ADDITIONAL REQUIREMENTS BY VMC (POST-QUALIFICATION)

<input type="checkbox"/>	Bidding Documents duly signed or initialed by the authorized representative of the prospective bidder (each page) – attached Official Receipt as proof of payment
<input type="checkbox"/>	Document Request List (DRL) from PhilGEPS (Optional)
<input type="checkbox"/>	Bid Bulletin/s
<input type="checkbox"/>	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.
<input type="checkbox"/>	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.
<input type="checkbox"/>	Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
<input type="checkbox"/>	The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR with 2021 ITR 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
<input type="checkbox"/>	Certificate of Good Performance from at least one (1) Government or Private Hospital / Agency except from VMC (CY 2021-present)
<input type="checkbox"/>	Special Power of Attorney (SPA) for authorized representative if OSS is Sole Proprietorship
<input type="checkbox"/>	Proof of evidence for Single Largest Completed Contract (SLCC) – Purchase Order or Notice of Award or Contract Agreement
<input type="checkbox"/>	Certificate from the manufacturer to distribute their products or Exclusive Distributorship or any equivalent document
<input type="checkbox"/>	License to Operate (LTO)

Republic of the Philippines

