

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of GOODS

Government of the Republic of the Philippines

Re-Bidding for the Procurement of various Drugs and Medicines

Approved Budget for the Contract (ABC): P14,139,004.00

PHILGEPS Posting: July 20, 2023

Pre-bid Conference: July 27, 2023 (Thursday) @ 9:00AM

Opening of Bids: August 9, 2023 (Wednesday) @ 9:05AM

**Sixth Edition
July 2020**

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Republic of the Philippines
Department of Health
Regional Office 02
REGION II TRAUMA AND MEDICAL CENTER



ISO 9001:2015 Certified

INVITATION TO BID

Re-Bidding for the Procurement of various Drugs and Medicines

1. The **Region II Trauma and Medical Center (R2TMC)**, using a *single-year Framework Agreement*, through the 2023 Hospital Revolving Fund intends to apply the sum of **Fourteen Million One Hundred Thirty-Nine Thousand Four Pesos (P14,139,004.00)** and the identification number for each item listed in the Framework Agreement List, being the ABC to payments under the contract for each item. Bids received in excess of the total cost per item shall be automatically rejected.
2. The **Region II Trauma and Medical Center (R2TMC)** now invites bids for the **Re-Bidding for the Procurement of various Drugs and Medicines**. Delivery of the Goods is required within *ten (10) calendar days* after issuance of a Call-Off. Bidders should have completed, within *two (2) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from **Region II Trauma and Medical Center Bids and Awards Committee Office** and inspect the Bidding Documents at the address given below from **8:00 o'clock in the morning to 5:00 o'clock in the afternoon**.
5. A complete set of Bidding Documents may be acquired by interested bidders on **July 20, 2023 – August 9, 2023** from given address and website/s below and upon payment of the applicable fee for the Bidding Documents as reflected in the table below, pursuant to the latest Guidelines issued by the GPPB. The Procuring Entity shall allow the bidder to present its proof of payment for the fees **through electronic means or by presenting the official receipt in person**.

Approved Budget for the Contract (Range)	Cost of Bidding Documents (in Philippine Peso)
500,000.00 and below	500.00
More than 500,000.00 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

6. The **Region II Trauma and Medical Center (R2TMC)** will hold a Pre-Bid Conference on **July 27, 2023, 9:00AM** through video conferencing or webcasting *via Zoom platform*, which shall be open to prospective bidders. Please refer to zoom details below:

Join Zoom Meeting

<https://zoom.us/j/97895531380?pwd=Y0N2L0IvalZUck5zL0tmQUNOdk10UT09>

Meeting ID: 978 9553 1380

Passcode: 282253

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **August 9, 2023 at 9:00AM**. 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 **August 9, 2023 at 9:05AM** *via zoom using the same zoom link as mentioned above*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **Region II Trauma and Medical Center (R2TMC)** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:
BAC Secretariat
BAC Office, 2nd Floor, Old Admin. Building
Region II Trauma and Medical Center, Brgy. Magsaysay
Bayombong, Nueva Vizcaya
Telephone No: (078)-805-3561 loc. 2218 Mobile No.: 0945-378-8726
Email address: bacr2tmc@gmail.com
12. You may visit the R2TMC website for downloading of Bidding Documents:
riitmc.doh.gov.ph

MICHELLE CLAIRE R. MANIQUIS, MD, FPSP
Chairperson, Bids and Awards Committee 1

July 20, 2023

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Region II Trauma and Medical Center (R2TMC)* wishes to receive Bids for the *Re-Bidding for the Procurement of various Drugs and Medicines* under a Framework Agreement, *with Identification No. R2TMC-BACI-2023-44*.

The Procurement Project (referred to herein as “Project”) is composed of *Thirty-One (31) Line 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 2023 in the amount of *Fourteen Million One Hundred Thirty-Nine Thousand Four Pesos (P14,139,004.00)*.

2.2. The source of funding is: **2023 Hospital Revolving Fund**

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to: **at least twenty-five percent (25%) of the ABC.**
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

- 7.1. The 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.

- 7.2. 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 the specified date and time and either at its physical address 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 *two (2) years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.
- 11.5. Financial proposals for single Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.
- 12.2. For 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.

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.

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 one hundred twenty (120) calendar days from the date of the opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

15. Sealing and Marking of Bids

Each Bidder shall submit **one (1) original copy** of the technical components of its Bid sealed in one envelope marked as “ORIGINAL - TECHNICAL COMPONENT” and the financial components of its Bid sealed in one envelope marked as “ORIGINAL – FINANCIAL COMPONENT”, sealing them all in an outer **VIOLET** Expanded envelope marked “ORIGINAL BID”.

Submit additional one (1) photocopy of the technical and financial components of its Bid similarly sealed, duly marked the inner envelopes as “COPY NO. ____ - TECHNICAL COMPONENT” and “COPY NO. ____ – FINANCIAL COMPONENT”, sealing them all in an outer **VIOLET** Expanded envelope marked “COPY NO. ____”.

These envelopes containing the ORIGINAL and the COPIES shall then be enclosed in one single **VIOLET** Expanded envelope.

16. Deadline for Submission of Bids

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

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.

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;

- 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: 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.

20. Post-Qualification

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

21. Signing of the Contract

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.
- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.
- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
 - a. Framework Agreement Form;
 - b. Bidding Documents;
 - c. Call-offs;
 - d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - e. Performance Security or Performance Securing Declaration, as the case may be;
 - f. Notice to Execute Framework Agreement; and
 - g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. Procurement of Drugs and Medicines b. Completed within two (2) years prior to the deadline for the submission and receipt of bids.
7.1	<i>Not Applicable</i>
12	The price of the Goods shall be quoted DDP <i>with R2TMC as place of destination</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than <i>two percent (2%) of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than <i>five percent (5%) of ABC</i>, if bid security is in Surety Bond.
19.3	<i>(Please refer to Framework Agreement list)</i>
20.2	<ol style="list-style-type: none"> 1. License to Operate (LTO) 2. Electronic Drug Price Monitoring System Certificate (E-DPMS). 3. Notarized Certificate of Availability of Stocks (sample form to be issued) 4. <i>For Old Bidders-</i> Certificate of Good Performance (sample form to be issued) <i>from the end-user &/or Property and Materials Management Office</i> <i>For New Bidders - Certificate of Good Performance from other Government Tertiary Hospital</i>
21.1	<i>None</i>
21.5g	<i>None</i>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

2.3. Prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement 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. The Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section 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

Special Conditions of Contract

GCC Clause															
1	<p>Additional conditions and reminders for the completion of this Contract</p> <ul style="list-style-type: none"> • “Notices such as clarification, request for consideration, protest and all other notices shall be sent officially by electronic mail (e-mail). Bidder shall be deemed notified after 24 hours of sending the e-mail notification.” <p><i>Note: Please refer to GPPB Resolution No. 27-2019 on the GUIDELINES ON THE USE OF FRAMEWORK AGREEMENT</i></p> <ul style="list-style-type: none"> • The quantity indicated in the bid documents shall be purchased through Call Off on a staggered basis until December 31, 2023. No price adjustment shall be allowed during this period. • All medications in glass ampoule and vial form must be clearly labeled in English letters and language. <p>On Shelf life of the Drugs and Medicines</p> <ul style="list-style-type: none"> • All pharmaceutical products to be delivered shall be of fresh commercial stock as reflected in the Certificate of Product Registration (CPR) issued by the FDA; upon receipt at the designated delivery place. In general, standard for Tablet/Capsule is 24-18 months and 18-16 months for Syrup/Solutions. Table 1 describes the acceptable remaining shelf life. <p style="text-align: center;">Table 1. Acceptable Remaining Shelf Life</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 50%; text-align: center;">CLAIMED SHELF-LIFE</th> <th style="width: 50%; text-align: center;">MINIMUM REMAINING SHELF-LIFE</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">60 months</td> <td style="text-align: center;">42 — 60 months</td> </tr> <tr> <td style="text-align: center;">48 months</td> <td style="text-align: center;">34 — 48 months</td> </tr> <tr> <td style="text-align: center;">36 months</td> <td style="text-align: center;">30 — 36 months</td> </tr> <tr> <td style="text-align: center;">24 months</td> <td style="text-align: center;">18 — 24 months</td> </tr> <tr> <td style="text-align: center;">18 months</td> <td style="text-align: center;">12 — 18 months</td> </tr> <tr> <td style="text-align: center;">12 months</td> <td style="text-align: center;">12 months</td> </tr> </tbody> </table> <p>In cases of public health emergencies or where immediate use of commodity a pharmaceutical product or medicine is guaranteed for urgent health situations (e.g. pandemic, epidemic, natural disasters and health emergencies, state of calamity, and state of national emergency, among others), the acceptable shelf life may be less than the minimum acceptable shelflife specified in AO 2019-0041, provided that the remaining shelflife of the product shall not be less than minimum acceptable shelf life of twelve (12) months. Provided further that the supplier will issue a guarantee letter stating that the remaining stocks shall be replaced six (6) months before the expiration date. Acceptance of the guarantee letter shall be subject to the approval of the end-user</p>	CLAIMED SHELF-LIFE	MINIMUM REMAINING SHELF-LIFE	60 months	42 — 60 months	48 months	34 — 48 months	36 months	30 — 36 months	24 months	18 — 24 months	18 months	12 — 18 months	12 months	12 months
CLAIMED SHELF-LIFE	MINIMUM REMAINING SHELF-LIFE														
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24 months	18 — 24 months														
18 months	12 — 18 months														
12 months	12 months														

(AO2019-0041A April 30, 2021)

Remaining shelf life of medicines can be shorter than the claimed shelf life provided that the supplier will issue a guarantee letter stating that the remaining stocks shall be replaced six months before the expiration date. Acceptance of the guarantee letter shall be subject to the approval of the end-user. **(AO2019-0041B August 17, 2022)**

On receipt of the approved Call Off

- Approved Call Off for the Winning bidder shall be sent officially by electronic mail (e-mail). Winning Bidder shall be deemed notified after 24 hours of sending the e-mail notification. The Bidder shall sign the “Comforme” part of the approved Call Off **with complete name, signature, and date** and send back to R2TMC through the Procurement Office within five (5) calendar days upon receipt of email notification. Failure to accomplish the said requirement shall be considered as **refusal to enter into contract** with R2TMC, of which this is a violation under Section 69 of RA 9184, to wit:

Section 69. Imposition of Administrative Penalties

69.1 In addition to the provisions of Rules XXI and XXII of this IRR, the HoPE, subject to the authority delegated to the BAC, if any, shall impose on bidders or prospective bidders, the administrative penalty of suspension for one (1) year for the first offense, and suspension of two (2) years for the second offense from participating in the competitive bidding process, as well as disqualification from further participating in the competitive bidding being undertaken by the Procuring Entity concerned, where applicable, for the following violations:

a) Submission of eligibility requirements containing false information or falsified documents.

b) Submission of Bids that contain false information or falsified documents, or the concealment of such information in the Bids in order to influence the outcome of eligibility screening, or any other stage of the competitive bidding.

c) Allowing the use of one’s name, or using the name of another for purposes of competitive bidding.

d) Withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after he had been adjudged as having submitted the Lowest Calculated Responsive Bid or Highest Rated Responsive Bid.

e) Refusal or failure to post the required performance security within the prescribed time.

f) Termination of the contract due to the default of the bidder.

g) Refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification.

h) Any documented attempt by a bidder to unduly influence the outcome of the bidding in his favor.

i) All other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.

69.2 In addition to the penalty of suspension, the bid security or the performance security posted by the concerned bidder or prospective bidder shall also be forfeited.

- With the above provision, R2TMC has the right to impose administrative penalties.

On Inspection and Delivery of GOODS

- Delivery of the GOODS shall be made by the Supplier within ten (10) working days upon receipt of the Call Off.
- All deliveries and inspection of GOODS shall be made from 8:00AM-11:30AM and 1:00PM-4:30PM at Region II Trauma and Medical Center Materials Management Office. **No deliveries shall be made after office hours, Saturdays, Sundays, and Holidays.**
- All deliveries must be coursed through the Materials Management Section for proper acceptance and inspection by concerned personnel.
- All deliveries shall be supported by Delivery Receipts and Sales Invoices. Suppliers shall present the original and duplicate copy of Sales Invoice and Delivery Receipt with the information as indicated in the approved Call-Off (item description, quantity, unit, unit cost and total cost, purchase order number and date).
- The REGION II TRAUMA AND MEDICAL CENTER may reject any GOODS or any part thereof that fail to conform with the specifications.
- For medicine needing refrigeration for storage, they must be transported using hard insulated containers with temperature monitoring devices.

On Delays in the Supplier's Performance

- If delays are likely to be incurred, the supplier must notify R2TMC in writing indicating the Call Off number. It must state therein the cause/s and duration of the expected delay. R2TMC may grant time extensions,

at its discretion, if based on meritorious grounds, without or with liquidated damages of one-tenth (1/10) of one percent (1%) of the cost of the “unperformed portion” for every day of delay.

- In all cases, the request for an extension should be submitted to the office of the Medical Center Chief before the lapse of the original delivery date. The maximum allowable extension shall not be longer than ten (10) working days. R2TMC shall automatically cancel the Call-off after the allowable extension.
- Cancellation of deliveries shall be a ground for Termination of Contract for Default for failing to perform obligation under the Contract, as per Annex “I” of the 2016 Revised Implementing Rules and Regulations of RA 9184 or the Guidelines on Termination of Contract, to wit:

GROUNDS FOR TERMINATION OF CONTRACTS

A. Termination for Default (In contracts for Goods)

The following are grounds for termination of contract for default

- a) Pursuant to Sec. 68 of the 2016 revised IRR, the Procuring Entity may terminate the contract when outside of force majeure, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;*
- b) Pursuant to Sec. 68 of the 2016 revised IRR, the Procuring Entity may terminate the contract when, as a result of force majeure, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or*
- c) **The Procuring Entity shall terminate the contract when the Supplier fails to perform any other obligation/s under the Contract.***

- R2TMC shall impose administrative penalty as per Section 69 of RA 9184.

On Warranty

- Should a certain medicine be observed to be unwanted, unpleasant or has deleterious effects, either in its presentation, formulation or directly on patients, as properly reported on the prescribed ADR or DUR forms, R2TMC reserves the right to hold the sale of such medicine. A letter on the revocation of the Contract will be given to the Supplier after due

process.

Any unacceptable physical change that may occur (odor, color, physical appearance, consistency or foreign body observed) after acceptance of the goods shall be replaced with the same brand.

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:

[For Goods supplied from abroad, state:] “The delivery terms applicable to the Contract are DDP delivered to R2TMC. In accordance with INCOTERMS.”

[For Goods supplied from within the Philippines, state:] “The delivery terms applicable to this Contract are delivered to R2TMC. 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 *Mr. Cornelius Lambert Yoshiy or any staff at Property and Materials Management Office*

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.

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>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	Payment term shall be based on the payment term of the Supplier but not earlier than thirty (30) days depending on the cash availability of fund
4	<p>The inspections and tests that will be conducted are:</p> <p>For deliveries of Goods - Property and Materials Management Office</p> <p>For Post-qualification stage – Date and place will be stated in the Letter/Notice</p>

FRAMEWORK AGREEMENT LIST
(Please see attached sheet)

Section VII. Technical Specifications
(Please see attached sheet)

Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) following ***GPPB Resolution 15-2021***;

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

Minimum Requirements for all drugs and medicines

- i. *Valid and current Certificate of Product Registration (CPR) or Certificate of Listing of Identical Drug Product (CLIDP)*
- ii. *Certificate of Clinical Experience from the R2TMC or Delivery Receipt and Sales Invoice for the brand of the drug product in the CPR offered in the bid **must have been issued within 5 years before the deadline for the submission and receipt of bids.***

*For first-time bidders of R2TMC, bidders may secure a Certificate of Clinical Experience or present Delivery Receipt and Sales Invoice offered in the bid **from other private hospital or LGU** where they have delivered the same brand of drugs.*

- iii. *Flavoring for pediatric products (if applicable)*

Additional Requirements for IV/IM Antibiotic, Inhalation, Regulated and Cardiac Drugs

Certificate of Drug Analysis (kindly refer to the attached sheet marked as Annex “A”).

In the absence of Certificate of Drug Analysis, submit Certificate of Innovator of Local Bioequivalence.

Note: All documents as part of the technical specifications shall be verified or checked during the evaluation.

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

Financial Documents

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

- (j) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
or
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

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

25 FINANCIAL COMPONENT ENVELOPE

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

Note: Please refer to GPPB Resolution No. 16 s.2020 for the forms to be used in accomplishing the above requirements/documents.

