PHILIPPINE BIDDING DOCUMENTS

IB No. 2024-092

Procurement of Mental Health GAP Action Programme Starter Kit

ABC: P 1,199,999.45

Department of Health - Metro Manila Center for Health Development (MMCHD)

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 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. They are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

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

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

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

a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.

b. Specific details, such as the "*name of the Procuring Entity*" and "*address for bid submission*," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.

c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.

e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.

f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

Table of Contents

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.

Republic of the Philippines
Department of Health
METRO MANILA CENTER FOR HEALTH DEVELOPMENT

INVITATION TO BID FOR
IB# 2024-092

Procurement of Mental Health Gap Action Programme Starter Kit

The DEPARTMENT OF HEALTH - METRO MANILA - CENTER FOR HEALTH DEVELOPMENT, through the GAA 2024 intends to apply the sum **of One Million One Hundred Ninety-Nine Thousand Nine Hundred Ninety Nine Pesos and Forty Five Centavos (P 1,199,999.45)** the ABC to payments under the contract for **the Procurement of Mental Health Gap Action Programme Starter Kit, under** IB #2024-092 Bids received in excess of the ABC shall be automatically rejected at bid opening.

DEPARTMENT OF HEALTH - METRO MANILA - CENTER FOR HEALTH DEVELOPMENT now invites bids for the above Procurement Project. Delivery of the Goods is required *within the period specified under SECTION VI. Schedule of Requirements*. 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.

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 5183.

Prospective Bidders may obtain further information from **DEPARTMENT OF HEALTH - METRO MANILA - CENTER FOR HEALTH DEVELOPMENT** Mandaluyong City at BAC Office c/o BAC Secretariats and inspect the Bidding Documents at the address given below during office hours from 8:30 AM – 4:00 PM Monday to Friday.

A complete set of Bidding Documents may be acquired by interested Bidders April 23, 2024 to May 13, 2024 from the address below *and upon payment of the applicable fee for the Bidding Documents, **pursuant to the latest Guidelines issued by the GPPB***, in the amount of **Five Thousand Pesos (P 5,000.00).** It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

The **DEPARMENT OF HEALTH - METRO MANILA CENTER FOR HEALTH DEVELOPMENT** will hold a **PRE-BID CONFERENCE**[1] on **MAY 2, 2024 9:00 AM** at **MMCHD Amphitheater**, **Mandaluyong City,** which shall be open to prospective bidders.

[1] May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

Bids must be duly received by the **BAC Secretariat** through (i) manual submission at the office address indicated below, on **May 13, 2024 AT 9:00 AM**. Late bids shall not be accepted.

All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

Bid opening shall be on **May 13, 2024 AT 10:00 AM** at **the DOH – MMCHD AMPHITHEATER, MANDALUYONG CITY**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

The **DEPARMENT OF HEALTH - METRO MANILA CENTER FOR HEALTH DEVELOPMENT** 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.

For further information, please refer to:

MMCHD, BAC Office
JEREMIAS FRANCSI Y. CHAN, MD
Licensing Officer V / BAC Chairperson
BAC Secretariat c/o Ma. Rossana C. Fariñas
Block 6 Barangay Road, Welfareville Compound
Barangay Additional Hills, Mandaluyong City 1550
8-531-00-15/32 loc. 308
bacoffice@ncro.doh.gov.ph

You may visit the following websites:

For downloading of Bidding Documents: http://ncroffice.doh.gov.ph/BidsAndAwardsCommittee

SIGNED
JEREMIAS FRANCIS Y. CHAN, MD
Licensing Officer V / BAC Chairperson

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, **DEPARTMENT OF HEALTH - METRO MANILA - CENTER FOR HEALTH DEVELOPMENT** wishes to receive Bids for the **Procurement of Mental Health Gap Action Programme Starter Kit** with an identification number **IB# 2024-092.**

The Procurement Project (referred to herein as "Project") is composed one item, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

The GOP through the source of funding as indicated below for *GAA 2024* in the amount of **One Million One Hundred Ninety-Nine Thousand Nine Hundred Ninety-Nine Pesos and Forty Five Centavos (P 1,199,999.45).**

3. The source of funding is: GAA 2024 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 bidders may be eligible to participate when any of the following circumstances exist:*

a. 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.

b. Foreign ownership limited to those allowed under the rules may participate in this Project.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

a. For the procurement of Consumable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to 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:

a. 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 **MMCHD Amphitheater**, **Mandaluyong City,** which shall be open to prospective bidders as indicated in paragraph 6 of the **IB.**

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *three (3) years* prior to the deadline for the submission and receipt of bids.

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

11. Documents comprising the Bid: Financial Component

11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

a. For Goods offered from within the Procuring Entity's country:

i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

ii. The cost of all customs duties and sales and other taxes already paid or payable;

iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

iv. The price of other (incidental) services, if any, listed in the **BDS.**

b. For Goods offered from abroad:

i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

ii. The price of other (incidental) services, if any, as listed in the **Section VII Technical Specifications.**

13. Bid and Payment Currencies

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

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

a. Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration[2] or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until *One Hundred Twenty (120) calendar days from the date of Opening of Bids.* Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one (1) Original copy of the first and second component of its Bid. The Procuring entity is requesting an additional two (2) hard copies of the bid.

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Sealed Original, Copy 1, and Copy 2 in one (1) Single Envelope

TECHNICAL COMPONENT ENVELOPE Copy 1: 1st copy marked as "ORIGINAL Copy 2 2nd copy mark as "COPY 1" (Duplicate) Copy 3 3rd copy mark as "COPY 2" (Duplicate)	FINANCIAL COMPONENT ENVELOPE Copy 1: 1st copy marked as "ORIGINAL Copy 2 2nd copy mark as "COPY 1" (Duplicate) Copy 3 3rd copy mark as "COPY 2 (Duplicate)

The financial component must be placed inside the YELLOW ENVELOPE

All copies shall be marked Certified True Copy & signed by the bidder or its duly authorized representative. Additional instructions: All copies must be marked with index/ear tabs or side-end tabs to identify the page components and shall be properly addressed to the BAC Chairperson.

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance.

[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.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

Option 4- One project that is one lot or item, which shall be awarded as one contract

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

20. Post-Qualification

20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated

Bid, or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

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

<table>
<tr><td>ITB Clause</td><td></td></tr>
<tr><td>5.3</td><td>For this purpose, contracts similar to the Project shall be:

a. Various laboratory/ hospital/ radiological/ medical supplies, devices, reagents and test kits.
b. Completed within three (3) years prior to the deadline for the submission and receipt of bids.</td></tr>
<tr><td>7.1</td><td>Subcontracting is not allowed.</td></tr>
<tr><td>14.1</td><td>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:

<table>
<tr><td></td><td></td><td colspan="2">Bid Security (equal to the percentage of the ABC)</td></tr>
<tr><td>Item to be Bid</td><td>Approved Budget for the contract (ABC)</td><td>a) Cash or cashier’s/manager’s check issued by a Universal or Commercial Bank.

a) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, That it shall be confirmed or authenticated by a Universal or Commercial Bank if issued by a foreign bank.

Two Percent (2%) or</td><td>Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.

Five Percent (5%)</td></tr>
<tr><td>Procurement of Mental Health Gap Action Programme Starter Kit</td><td>P 1,199,999.45</td><td>P 23,999.99</td><td>P 59,999.97</td></tr>
</table>
</td></tr>
<tr><td>19.3</td><td>The ABC is One Million One Hundred Ninety-Nine Thousand Nine Hundred Ninety-Nine Pesos and Forty-Five Centavos (P 1,199,999.45) bid with a financial component exceeding this amount shall not be accepted.

<table>
<tr><th>Item No.</th><th>Description</th><th>Qty.</th><th>Unit Cost</th><th>Total ABC (Php)</th></tr>
<tr><td>1</td><td>Procurement of Mental Health Gap Action Programme Starter Kit</td><td></td><td></td><td>P1,199,999.45</td></tr>
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20.1	The Single/Lowest Calculated Bidder (S/LCB), shall submit one (1) set of original and two (2) sets of certified true copies as such by the issuing agency or the BAC Secretariat (The BAC Secretariat are authorized to certify your copy provided you brought your Original Copy) within the non-extendible period of five calendar (5) days from receipt of the notification arranged, numbered and tabbed as enumerated below: ***3 sets (Original and Copy 1 & Copy 2)*** 1. Mayors's Permit, SEC/DTI, Tax Clearance, Financial Statement (stamped received by the BIR) 2. Certificate of Registration from BIR 3. Tax Returns for 6 months (latest) (Monthly & Quarterly) 4. Bid Bulletin 5. License to Operate (if applicable) 6. Philgeps registration (if Class A documents submitted during the submission and opening of bids) 7. And Other documents stated in BDS Failure of the Bidder declared as Lowest Calculated Bid to duly submit the requirements above or a finding against the veracity of such shall be **ground for forfeiture of the bid security and disqualification of the Bidder for award.** **NOTE:** 1) In case of a JVA, each joint venture partners shall submit the above cited Post-Qualification Documentary Requirements (GPPB NPM 006- 2010 dated 04 February 2010). 2) As the possible Single/Lowest Calculated Responsive Bidder (S/LCRB), please provide the BAC Office, soft copy in "Word" and in PDF the Technical Specifications you submitted during the Submission and Opening of Bids for the above-cited procurement project. 3) All submitted documents during the Submission and Opening of Bids (original and the two (2) copies) by the S/LCB must be true copies of the original certified as such by the Bidder's duly authorized signatory 4) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications if expressly allowed in the Bidding Documents. Any adjustment shall be calculated in monetary terms to determine the calculated prices 5) In case of discrepancies between: (a) bid prices in figures and in words, the latter shall prevail; (b) total price per item and unit price for the item as extended or multiplied by the quantity of that item, the latter shall prevail; (c) stated total price and the actual sum of prices of component items, the latter shall prevail; (d) unit cost in the detailed estimate and unit cost in the bill of quantities, the latter

	shall prevail
20.2	***No further Instructions***
21.2	***No further Instructions***

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 the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

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

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

5. Warranty

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

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

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	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 [indicate place of destination]. In accordance with INCOTERMS." [For Goods supplied from within the Philippines, state:] "The delivery terms applicable to this Contract are delivered [indicate place of destination]. 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/are: MA. ROSSANA C. FARINAS Administrative Officer V Head, BAC Secretariat Office 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.
	Packaging – The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit. The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity. The outer packaging must be clearly marked on at least four (4) sides as follows: Name of the Procuring Entity Name of the Supplier

	Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical, the packaging list is to be placed inside the outer packaging but outside the secondary packaging.
	Insurance – The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.
	Transportation – Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price. Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers, risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.
	Intellectual Property Rights – The Supplier shall indemnify the Procuring Entity against all third-party claims of patent, trademark, or industrial design rights infringement arising from using the Goods or any part thereof.

4	Based on the General Provisions of the NEP of 2024, Section 66: Cash Budgeting System, all appropriations shall be made available for release and disbursement for the purpose specified and under the same general and special provisions applicable until December 31, 2024. As a rule, disbursement shall be made not later than December 31, 2024. However, the completion of construction, inspection, and payment of infrastructure capital outlays, shall be made not later than December 31, 2025. On the other hand, the delivery, inspection and payment of MOOE and other capital outlays shall be made not later than June 30, 2025. After the end of validity period, all unreleased appropriations shall lapse, while unexpended or undisbursed funds shall revert to the unappropriated surplus of the General Fund in accordance with Section 28, Chapter IV Book VI of E.O. No. 292 and shall not thereafter be available for expenditure except by subsequent legislative enactment. Departments, bureaus, and offices of the National Government, including constitutional offices enjoying fiscal autonomy, SUCs and GOCCs, shall strictly observe the validity of appropriations and the reversion of funds. Notwithstanding this provision and any other issuance, subsidies released to LGUs and GOCCs under this Act shall be valid until fully expended. All funds transferred between national government agencies, or by national government agencies to GOCCs and vice versa, or by national government agencies to LGUs shall not be considered disbursed under this Section until the transferred amounts have been actually utilized to pay for completed construction, goods delivered and services rendered, inspected and accepted, within the validity period. It is understood that transfer of funds shall strictly be in accordance with pertinent budgeting, accounting, auditing, and procurement laws, rules, and regulations. For staggered delivery: Terms of Payment/billing shall be made for each completed delivery and acceptance upon presentation of signed invoice receipts and submission of relevant documents as stipulated in the contract.
2.2	The inspections and tests that will be conducted are: 1) Upon delivery, the Goods shall undergo preliminary physical inspection by the Inspection Team of the PROCURING ENTITY to ascertain the physical condition and acceptability of the Goods. 2) The supplier shall promptly replace the equivalent quantity of Goods taken as samples without cost to the PROCURING ENTITY. 3) Failure to comply within the prescribed time shall compel the Supply Office to have the subject commodities pulled out by the third party logistics service provider of the DOH with the hauling and freight fees chargeable against the concerned supplier/company. In observance of the above-mentioned timeline, coordinate with the Supply Office of the MMCHD.

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Quantity	Total ABC (Php)	Delivery Site	Delivered, Weeks/Months
	Procurement of Mental Health Gap Action Programme Starter Kit		P1,199,999.45	DOH-MMCHD Pasig Warehouse	30- 60 calendar days from the receipt of approved NTP
1	Divalproex Sodium 250mg tablet	60,000 tablet	P532,800.00		
2	Risperidone 1mg tablet	40,000 tablet	P 264,800.00		
3	Olanzapine 10 mg tablet	44,493 tablet	P 162,399.45		
4	Escitalopram 10mg tablet	60,000 tablet	P 240,000.00		

Signature over Printed Name
[date of signing]

In the capacity of: [title or other appropriate designation]
Duly authorized to sign bid for and on behalf of: (Name of Company)
[Complete office address]
[Contact No.]
[Fax No.]
[Email Address]

Section VII. Technical Specifications

Technical Specifications

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

Republic of the Philippines
Department of Health
Metro Manila Center for Health Development

TECHNICAL SPECIFICATIONS

Item No. 1	Divalproex Sodium 250mg tablet	Qty./Unit	60,000 tablet
Name of Manufacturer:		Country of Origin	
Brand:		Model: (if applicable)	
ABC: P 532,800.00			
PURCHASER'S SPECIFICATION		STATEMENT OF COMPLIANCE	
A. Specifications Route of Administration: Oral Form and Strength: 250mg Shelf Life: must be fresh commercial stock with a total shelf life of 24 months form the date of manufacture but not less than 18 months from the date of delivery			

B. Additional Requirements to be attached to the Technical Specifications form arranged, numbered, and tabbed as enumerated below:

1.Valid and current Certificate Product Registration (CPR)\ or Certificate of Medical Device Registration (CMDR) or Certificate of Medical Device Notification (CMDN) issued by the Philippine Food and Drug Administration (PFDA);

The CPR must be valid for the entire period of the award. If the CPR/CMDN/CMDR is about to expire, the supplier must have submitted a copy of an application of renewal to the FDA at least 3 months before the expiry date (a copy of the expiring CPR, which is stamped with an "Extension of Validity" shall be submitted as proof); [AO 2019-0041]

2. Valid and current License to Operate (LTO) for Medical Device Exporter / Trader /Importer / Distributor / Wholesaler issued by Philippine Food and Drugs Administration (PFDA)

3.Product Insert/Product Information or downloaded from the internet and other manufacturer's unamended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data, etc., as appropriate for a cross-referencing statement of compliance to the technical specification in accordance to what is indicated in Technical Specifications;

4. The bidder shall submit any of the following whichever is applicable:

a. If the bidder is a manufacturer, certificate that the bidder manufactures the

products/item or

b. If the bidder is an Exclusive/Authorized Distributor or Dealer of the products/items, a Certificate or Contract from the manufacturer must be provided as proof that the bidder is an Exclusive/Authorized Distributor or Dealer of the products/items or

c. If the bidder is an agent of the exclusive distributor or dealer, the following must be provided:

i. Certificate or Distributor/Dealership Agreement by the Manufacturer with the distributor or dealer; and

ii. Certificate/Contract between the distributor/dealer and the bidder.

5. Certificate of compliance to the Electronic Drug Price Monitoring System (EDPMS) issued by the Pharmaceutical Division of DOH pursuant to DOH Administrative Oder no. 2018-0020

C. Additional requirement by the Lowest/Single Calculated Bid (L/SCB) as part of post qualification:

1. One (1) sample to be submitted for evaluation. The sample submitted and approved during the evaluation shall be the same sample to be delivered upon award of the contract. The prototype of the labeling instruction must be part of the sample submitted; however, the technical specifications of the labeling instruction of the product must be complied with upon delivery.

2. L/SCRB shall pick up the Contract and Notice to Proceed issued in its favor within three (3) calendar days from receipt of the notice. An electronic mail shall constitute an official notice to the Bidder.

3. Refusal to sign and accept the Award or enter into a contract without justifiable reason may be grounds for imposing administrative sanctions under Rule XXIII of the Revised IRR of RA 9184.

4. The registered company name and email address must be consistent and should reflect on all documents to be submitted.

5. Request for extension should be submitted before the lapse of the original delivery date. The maximum allowable extension shall not be longer than the Original Delivery term.

6. Delivery through courier service is not allowed.

D. Upon delivery, the following shall be complied with:

Packaging Instructions:

1. Primary Packaging: blister pack/slip
2. Secondary Packaging: 10 tablets per small box (DOH Treatment Pack)
3. Tertiary Packaging: 1000 Treatment packs per corrugated carton

3. Labeling instructions:

1.Standard labelling instruction as approved by FDA pursuant to Administrative Oder no.2016-006.

2.On each bigger box/corrugated carton, the following should be imprinted or stickered on

each bottle using a permanent non-removable sticker/label that is binding and will leave residue and ripping if removed.

"Philippine Government Property-Department of Health"
NOT FOR SALE
Date of Manufacture:_____
Date of Expiry:_____
Batch/Lot No._____

E. Product Recall & Replacement:

1. The supplier must ensure the quality of products. If there are problems in the quality, the Supplier will recall and replace the products distributed in the regions hospitals/treatment hubs/RHU/HC/BHSs based on Guidelines on Product Recall, FDA Circular No. 2016-012.

2. In case of the product recalls, damage or expired medicines for replacement, the costs associated with the proper handling or pull out from health facilities where the medicines have already been distributed shall be borne by the Supplier.

Signature over Printed Name
[date of signing]

In the capacity of: [title or other appropriate designation]
Duly authorized to sign bid for and on behalf of: (Name of Company)
[Complete office address]
[Contact No.]
[Fax No.]
[Email Address]

Republic of the Philippines
Department of Health
Metro Manila Center for Health Development

TECHNICAL SPECIFICATIONS

Item No. 2	Risperidone 1 mg tablet	Qty./Unit	40,000 tablets
Name of Manufacturer:		Country of Origin	
Brand:		Model: (if applicable)	
ABC: P 264,800.00			
PURCHASER'S SPECIFICATION		STATEMENT OF COMPLIANCE	
B. Specifications Route of Administration: Oral Form and Strength: 1mg Shelf Life: must be fresh commercial stock with a total shelf life of 24 months form the date of manufacture but not less than 18 months from the date of delivery			

B. Additional Requirements to be attached to the Technical Specifications form arranged, numbered, and tabbed as enumerated below:

1.Valid and current Certificate Product Registration (CPR)\ or Certificate of Medical Device Registration (CMDR) or Certificate of Medical Device Notification (CMDN) issued by the Philippine Food and Drug Administration (PFDA);

The CPR must be valid for the entire period of the award. If the CPR/CMDN/CMDR is about to expire, the supplier must have submitted a copy of an application of renewal to the FDA at least 3 months before the expiry date (a copy of the expiring CPR, which is stamped with an "Extension of Validity" shall be submitted as proof); [AO 2019-0041]

2. Valid and current License to Operate (LTO) for Medical Device Exporter / Trader /Importer / Distributor / Wholesaler issued by Philippine Food and Drugs Administration (PFDA)

3.Product Insert/Product Information or downloaded from the internet and other manufacturer's unamended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data, etc., as appropriate for a cross-referencing statement of compliance to the technical specification in accordance to what is indicated in Technical Specifications;

4. The bidder shall submit any of the following whichever is applicable:

a. If the bidder is a manufacturer, certificate that the bidder manufactures the products/item or

b. If the bidder is an Exclusive/Authorized Distributor or Dealer of the

products/items, a Certificate or Contract from the manufacturer must be provided as proof that the bidder is an Exclusive/Authorized Distributor or Dealer of the products/items or

c. If the bidder is an agent of the exclusive distributor or dealer, the following must be provided:

i. Certificate or Distributor/Dealership Agreement by the Manufacturer with the distributor or dealer; and

ii. Certificate/Contract between the distributor/dealer and the bidder.

5. Certificate of compliance to the Electronic Drug Price Monitoring System (EDPMS) issued by the Pharmaceutical Division of DOH pursuant to DOH Administrative Oder no. 2018-0020\

C. Additional requirement by the Lowest/Single Calculated Bid (L/SCB) as part of post qualification:

2. One (1) sample to be submitted for evaluation. The sample submitted and approved during the evaluation shall be the same sample to be delivered upon award of the contract. The prototype of the labeling instruction must be part of the sample submitted; however, the technical specifications of the labeling instruction of the product must be complied with upon delivery.

2. L/SCRB shall pick up the Contract and Notice to Proceed issued in its favor within three (3) calendar days from receipt of the notice. An electronic mail shall constitute an official notice to the Bidder.

3. Refusal to sign and accept the Award or enter into a contract without justifiable reason may be grounds for imposing administrative sanctions under Rule XXIII of the Revised IRR of RA 9184.

4. The registered company name and email address must be consistent and should reflect on all documents to be submitted.

5. Request for extension should be submitted before the lapse of the original delivery date. The maximum allowable extension shall not be longer than the Original Delivery term.

6. Delivery through courier service is not allowed.

D. Upon delivery, the following shall be complied with:

Packaging Instructions:

1. Primary Packaging: blister pack/slip
2. Secondary Packaging: 30 tablets per small box (DOH Treatment Pack)
3. Tertiary Packaging: 1000 Treatment packs per corrugated carton

3. Labeling instructions:

1.Standard labelling instruction as approved by FDA pursuant to Administrative Oder no.2016-006.

2.On each bigger box/corrugated carton, the following should be imprinted or stickered on each bottle using a permanent non-removable sticker/label that is binding and will leave residue and ripping if removed.

"Philippine Government Property-Department of Health"
NOT FOR SALE
Date of Manufacture:_____
Date of Expiry:_____
Batch/Lot No._____

E. Product Recall & Replacement:

1. The supplier must ensure the quality of products. If there are problems in the quality, the Supplier will recall and replace the products distributed in the regions hospitals/treatment hubs/RHU/HC/BHSs based on Guidelines on Product Recall, FDA Circular No. 2016-012.

2. In case of the product recalls, damage or expired medicines for replacement, the costs associated with the proper handling or pull out from health facilities where the medicines have already been distributed shall be borne by the Supplier.

_____
Signature over Printed Name
[date of signing]

In the capacity of: [title or other appropriate designation]
Duly authorized to sign bid for and on behalf of: (Name of Company)
[Complete office address]
[Contact No.]
[Fax No.]
[Email Address]

Republic of the Philippines
Department of Health
Metro Manila Center for Health Development

TECHNICAL SPECIFICATIONS

Item No. 3	Olanzapine 10mg tablet	Qty./Uni,t	44,493 tablets
Name of Manufacturer:		Country of Origin	
Brand:		Model: (if applicable)	
ABC: P 162,399.45			
PURCHASER'S SPECIFICATION		STATEMENT OF COMPLIANCE	
C. Specifications Route of Administration: Oral Form and Strength: 10mg Shelf Life: must be fresh commercial stock with a total shelf life of 24 months form the date of manufacture but not less than 18 months from the date of delivery			

B. Additional Requirements to be attached to the Technical Specifications form arranged, numbered, and tabbed as enumerated below:

1.Valid and current Certificate Product Registration (CPR)\ or Certificate of Medical Device Registration (CMDR) or Certificate of Medical Device Notification (CMDN) issued by the Philippine Food and Drug Administration (PFDA);

The CPR must be valid for the entire period of the award. If the CPR/CMDN/CMDR is about to expire, the supplier must have submitted a copy of an application of renewal to the FDA at least 3 months before the expiry date (a copy of the expiring CPR, which is stamped with an "Extension of Validity" shall be submitted as proof); [AO 2019-0041]

2. Valid and current License to Operate (LTO) for Medical Device Exporter / Trader /Importer / Distributor / Wholesaler issued by Philippine Food and Drugs Administration (PFDA)

3.Product Insert/Product Information or downloaded from the internet and other manufacturer's unamended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data, etc., as appropriate for a cross-referencing statement of compliance to the technical specification in accordance to what is indicated in Technical Specifications;

4. The bidder shall submit any of the following whichever is applicable:

a. If the bidder is a manufacturer, certificate that the bidder manufactures the products/item or

b. If the bidder is an Exclusive/Authorized Distributor or Dealer of the

products/items, a Certificate or Contract from the manufacturer must be provided as proof that the bidder is an Exclusive/Authorized Distributor or Dealer of the products/items or

c. If the bidder is an agent of the exclusive distributor or dealer, the following must be provided:

i. Certificate or Distributor/Dealership Agreement by the Manufacturer with the distributor or dealer; and

ii. Certificate/Contract between the distributor/dealer and the bidder.

5. Certificate of compliance to the Electronic Drug Price Monitoring System (EDPMS) issued by the Pharmaceutical Division of DOH pursuant to DOH Administrative Oder no. 2018-0020

C. Additional requirement by the Lowest/Single Calculated Bid (L/SCB) as part of post qualification:

3. One (1) sample to be submitted for evaluation. The sample submitted and approved during the evaluation shall be the same sample to be delivered upon award of the contract. The prototype of the labeling instruction must be part of the sample submitted; however, the technical specifications of the labeling instruction of the product must be complied with upon delivery.

2. L/SCRB shall pick up the Contract and Notice to Proceed issued in its favor within three (3) calendar days from receipt of the notice. An electronic mail shall constitute an official notice to the Bidder.

3. Refusal to sign and accept the Award or enter into a contract without justifiable reason may be grounds for imposing administrative sanctions under Rule XXIII of the Revised IRR of RA 9184.

4. The registered company name and email address must be consistent and should reflect on all documents to be submitted.

5. Request for extension should be submitted before the lapse of the original delivery date. The maximum allowable extension shall not be longer than the Original Delivery term.

6. Delivery through courier service is not allowed.

D. Upon delivery, the following shall be complied with:

Packaging Instructions:

1. Primary Packaging: blister pack/slip
2. Secondary Packaging: 30 tablets per small box (DOH Treatment Pack)
3. Tertiary Packaging: 1000 Treatment packs per corrugated carton

3. Labeling instructions:

1.Standard labelling instruction as approved by FDA pursuant to Administrative Oder no.2016-006.

2.On each bigger box/corrugated carton, the following should be imprinted or stickered on each bottle using a permanent non-removable sticker/label that is binding and will leave residue and ripping if removed.

"Philippine Government Property-Department of Health"
NOT FOR SALE
Date of Manufacture:_____
Date of Expiry:_____
Batch/Lot No._____

E. Product Recall & Replacement:

1. The supplier must ensure the quality of products. If there are problems in the quality, the Supplier will recall and replace the products distributed in the regions hospitals/treatment hubs/RHU/HC/BHSs based on Guidelines on Product Recall, FDA Circular No. 2016-012.

2. In case of the product recalls, damage or expired medicines for replacement, the costs associated with the proper handling or pull out from health facilities where the medicines have already been distributed shall be borne by the Supplier.

_____
Signature over Printed Name
[date of signing]

In the capacity of: [title or other appropriate designation]
Duly authorized to sign bid for and on behalf of: (Name of Company)
[Complete office address]
[Contact No.]
[Fax No.]
[Email Address]

Republic of the Philippines
Department of Health
Metro Manila Center for Health Development

TECHNICAL SPECIFICATIONS

Item No. 4	Escitalopram 10 mg tablets	Qty./Unit	60,000 tablets
Name of Manufacturer:		Country of Origin	
Brand:		Model: (if applicable)	
ABC: P 240,000.00			
PURCHASER'S SPECIFICATION		STATEMENT OF COMPLIANCE	
D. Specifications Route of Administration: Oral Form and Strength: 10mg Shelf Life: must be fresh commercial stock with a total shelf life of 24 months form the date of manufacture but not less than 18 months from the date of delivery			

B. Additional Requirements to be attached to the Technical Specifications form arranged, numbered, and tabbed as enumerated below:

1.Valid and current Certificate Product Registration (CPR)\ or Certificate of Medical Device Registration (CMDR) or Certificate of Medical Device Notification (CMDN) issued by the Philippine Food and Drug Administration (PFDA);

The CPR must be valid for the entire period of the award. If the CPR/CMDN/CMDR is about to expire, the supplier must have submitted a copy of an application of renewal to the FDA at least 3 months before the expiry date (a copy of the expiring CPR, which is stamped with an "Extension of Validity" shall be submitted as proof); [AO 2019-0041]

2. Valid and current License to Operate (LTO) for Medical Device Exporter / Trader /Importer / Distributor / Wholesaler issued by Philippine Food and Drugs Administration (PFDA)

3.Product Insert/Product Information or downloaded from the internet and other manufacturer's unamended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data, etc., as appropriate for a cross-referencing statement of compliance to the technical specification in accordance to what is indicated in Technical Specifications;

4. The bidder shall submit any of the following whichever is applicable:

a. If the bidder is a manufacturer, certificate that the bidder manufactures the products/item or

b. If the bidder is an Exclusive/Authorized Distributor or Dealer of the products/items, a Certificate or Contract from the manufacturer must be provided as proof that the bidder is an Exclusive/Authorized Distributor or Dealer of the products/items or

c. If the bidder is an agent of the exclusive distributor or dealer, the following must be provided:

i. Certificate or Distributor/Dealership Agreement by the Manufacturer with the distributor or dealer; and

ii. Certificate/Contract between the distributor/dealer and the bidder.

5. Certificate of compliance to the Electronic Drug Price Monitoring System (EDPMS) issued by the Pharmaceutical Division of DOH pursuant to DOH Administrative Oder no. 2018-0020

C. Additional requirement by the Lowest/Single Calculated Bid (L/SCB) as part of post qualification:

4. One (1) sample to be submitted for evaluation. The sample submitted and approved during the evaluation shall be the same sample to be delivered upon award of the contract. The prototype of the labeling instruction must be part of the sample submitted; however, the technical specifications of the labeling instruction of the product must be complied with upon delivery.

2. L/SCRB shall pick up the Contract and Notice to Proceed issued in its favor within three (3) calendar days from receipt of the notice. An electronic mail shall constitute an official notice to the Bidder.

3. Refusal to sign and accept the Award or enter into a contract without justifiable reason may be grounds for imposing administrative sanctions under Rule XXIII of the Revised IRR of RA 9184.

4. The registered company name and email address must be consistent and should reflect on all documents to be submitted.

5. Request for extension should be submitted before the lapse of the original delivery date. The maximum allowable extension shall not be longer than the Original Delivery term.

6. Delivery through courier service is not allowed.

D. Upon delivery, the following shall be complied with:

Packaging Instructions:

1. Primary Packaging: blister pack/slip
2. Secondary Packaging: 30 tablets per small box (DOH Treatment Pack)
3. Tertiary Packaging: 1000 Treatment packs per corrugated carton

3. Labeling instructions:

1.Standard labelling instruction as approved by FDA pursuant to Administrative Oder no.2016-006.

2.On each bigger box/corrugated carton, the following should be imprinted or stickered on each bottle using a permanent non-removable sticker/label that is binding and will leave residue and ripping if removed.

"Philippine Government Property-Department of Health"
NOT FOR SALE
Date of Manufacture:_____
Date of Expiry:_____
Batch/Lot No._____

E. Product Recall & Replacement:

1. The supplier must ensure the quality of products. If there are problems in the quality, the Supplier will recall and replace the products distributed in the regions hospitals/treatment hubs/RHU/HC/BHSs based on Guidelines on Product Recall, FDA Circular No. 2016-012.

2. In case of the product recalls, damage or expired medicines for replacement, the costs associated with the proper handling or pull out from health facilities where the medicines have already been distributed shall be borne by the Supplier.

Signature over Printed Name
[date of signing]

In the capacity of: [title or other appropriate designation]
Duly authorized to sign bid for and on behalf of: (Name of Company)
[Complete office address]
[Contact No.]
[Fax No.]
[Email Address]

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents
Arranged numbered and tabbed as it appears below:

I.TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents:

☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

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, the amount of which should be equivalent to at least twenty five percent (25%) of the ABC for this Project, 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 Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; ***and***

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

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

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

☐ (i) [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.

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

II. FINANCIAL COMPONENT ENVELOPE

☐ (a) Original of duly signed and accomplished Financial Bid Form; ***and***

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

III. ADDITIONAL DOCUMENTARY REQUIREMENTS TO BE ATTACHED IN THE TECHNICAL SPECIFICATIONS FORM:

☐ (a) Valid and current Certificate Product Registration (CPR) or Certificate of Medical Device Registration (CMDR) or Certificate of Medical Device Notification (CMDN) issued by Philippine Food and Drug Administration (PFDA);

The CPR must be valid for the entire period of the award. If the CPR/CMDN/CMDRis about to expire, the supplier must have submitted a copy of an application of renewal to the FDA at least 3 months before the expiry date (a copy of the expiring CPR, which is stamped with an "Extension of Validity" shall be submitted as proof); [AO 2019-0041]

☐ (b) Valid and current License to Operate (LTO) for Medical Device Importer/ Wholesaler issued by the Philippine Food and Drugs Administration (PFDA);

☐ (c) Product Insert/Product Information or downloaded from the internet and other manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data, etc., as appropriate for a cross-referencing statement of compliance to the technical specification in accordance to what is indicated in Technical Specifications;

☐ (d) Certification from the Manufacturer/Distributor/Importer/Wholesaler (as reflected in the Certificate of Product Registration of the product/s to be bid) that the Bidder is an authorized dealer or distributor of the product

☐ (e) Sworn Statement using the prescribed form

Note:

1) Please refer to http://ncroffice.doh.gov.ph/BidsAndAwardsCommittee Sample Forms.pdf for the following requirements:
a) Sworn Statement;
b) Computation of NFCC;
c) Manufacturer's Authorization;
d) Secretary's Certificate;
e) Special Power of Attorney;
f) Statement of Ongoing Contracts; and
g) Statement of SLCC.

2) For the following requirements, please refer to GPPB Resolution No. 16-2020:

a) Bid Form;
b) Price Schedule;
c) Bid Securing Declaration; and
d) Omnibus Sworn Statement


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