Republic of the Philippines
DEPARTMENT OF HEALTH
PHILIPPINE CHILDREN'S MEDICAL CENTER
Bids and Awards Committee
Quezon Avenue, Quezon City 1100
website: www.pcmc.gov.ph email: pcmcbac@gmail.com
Trunkline: 8588-9900 local 361/355 Telefax No.: 8924-0870

SECTION I

Invitation to Bid

Supply and Delivery of Various Pharmaceutical Supplies for CY 2023

IB-2023-134

Republic of the Philippines
DEPARTMENT OF HEALTH
PHILIPPINE CHILDREN'S MEDICAL CENTER
Quezon Avenue, Quezon City 1100
website: www.pcmc.gov.ph email: officeofthedirector@pcmc.gov.ph
Trunk Line: 8588-9900 to 20 Direct Line: 8924-6601

INVITATION TO BID

1. The **Philippine Children's Medical Center (PCMC)** through the **DOH CSPMAP CY 2023** intends to apply the sum of **Thirty Three Million Five Hundred Thirteen Thousand Three Hundred Thirty-Six Pesos and 35/100 (Php33,513,336.35)** being the Approved Budget for the Contract (ABC) to payments under the following Invitation to Bid. Bids received in excess of the ABC shall be automatically rejected at bid opening.

IB NUMBER	DESCRIPTION	Approved Budget for the Contract (ABC)	Cost of Bidding Docs (PhP)
IB-2023-134	**SUPPLY AND DELIVERY OF:** Various Pharmaceutical Supplies CY 2023	33,513,336.35	25,000.00

2. The **Philippine Children's Medical Center (PCMC)** now invites bids for the above-mentioned project. Delivery of the Goods is required **within Seven (7) working days from receipt of Purchase Order/Delivery Order**. Bidders should have completed, within the **past 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 nondiscretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".

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

4. Prospective Bidders may obtain further information from PCMC and inspect the Bidding Documents at the address given below during office hours.

5. A complete set of Bidding Documents may be acquired by interested Bidders starting **September 28, 2023,** upon payment of the applicable fee stated above. It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of PCMC, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The Philippine Children's Medical Center will hold **a Pre-Bid Conference** on **October 6, 2023 at 10:00 A.M** through video conferencing via *zoom* (*Meeting ID: 921 7871 2970 Passcode: IB2023134*) which shall be open to prospective bidders.

7. Bids must be duly received through manual submission on or before **October 18, 2023, 1:30 P.M., Guard-on-Duty, 3rd Floor, Procurement Division Area, PCMC Main Building.** 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 **October 18, 2023, 2:00 P.M**, Procurement Division Area, PCMC Main Building. Bids will be opened in the presence of the Bidder's representatives who choose to attend the afore-mentioned venue. In compliance to social distancing and to support the government's effort to mitigate, if not contain transmission of COVID -19, we will **strictly allow only one authorized representative** per bidder company to enter the venue during the opening of bids. Provided further, that said authorized representative shall follow PCMC's safety protocol by wearing face mask while inside PCMC Premises.

10. The **Philippine Children's Medical Center (PCMC)** 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:

Procurement Division
3rd Floor, Procurement Division Area
PCMC Main Building
Quezon Avenue, cor. Agham Road Quezon City
Trunk line: 8588-9900 Loc 361 / 355
Fax Number: 924-0870
Email: pcmcbac@gmail.com

12. You may visit the following websites:

For downloading of Bidding Document: www.pcmc.gov.ph
www.philgeps.gov.ph

September 28, 2023

FRANCIS S. DELA CUESTA, RN, MAN
Chairman, Bids & Awards Committee

Republic of the Philippines
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Trunkline: 588-9900 local 361/355 Telefax No.: 924-0870

SECTION II

Instructions to Bidders

Supply and Delivery of Various Pharmaceutical Supplies for CY 2023

IB-2023-134

1. Scope of Bid

The **Philippine Children's Medical Center (PCMC)** wishes to receive Bids for the following Project:

IB NUMBER	D E S C R I P T I O N	Approved Budget for the Contract (ABC)
IB-2023-134	Various Pharmaceutical Supplies CY 2023	33,513,336.35

The above Procurement Projects, 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 **DOH CSPMAP CY 2023** in the amount of **Thirty Three Million Five Hundred Thirteen Thousand Three Hundred Thirty-Six Pesos and 35/100 (Php33,513.33635).**

2.2. The source of funding is:

a. GOCC and GFIs, the Corporate Operating Budget

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.

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.

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 Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC of the items joined.

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

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

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

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

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Philippine Children's Medical Center will hold a Pre-Bid Conference on **October 6, 2023, at 10:00 A.M** through video conferencing via *zoom* **(Meeting ID: *921 7871 2970* Passcode: *447766*)** 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 **the past 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.

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).**

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[1] 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 ***120 calendar days***. 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

Use of indelible ink <u>color blue</u> shall be used by the authorized signatory in signing the required forms. ***Strictly NO using of staple wire and thick materials for tab***

The **First (1st) Envelope**, shall contain the following <u>Technical Documents</u> accomplished in one (1) set, **each set filed in a folder**

The **Second (2nd) Envelope** shall contain the Financial Component accomplished in two (2) sets, **each set filed in a folder**

All copies should be certified as true copy

COLOR CODING OF FOLDERS/ENVELOPES	**RED**

LABEL ON THE ENVELOPE/S:
Name of PROCURING ENTITY
Name of CONTRACT TO BE BID
IB Number
DATE of Bid Opening
Name of the Bidder Company
Address of the Bidder Company

IDENTIFY THE ENVELOPES:
as: > Technical Component Requirements
(original copy)

> Financial Component Requirement
(Original and copy 1)

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring 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 15 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised

IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

Option 3 - One Project having several items, which shall be awarded as separate contracts per item.

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

20. Post-Qualification

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

21. Signing of the Contract

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

CONFORME:

_____
Authorized Signatory
Signature over printed name
Contact Number: _____

_____
Name of Company/Firm

_____ _____
Company's Official E-mail Address Company's Official Contact Number
(*where notices will be sent*)

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SECTION III

Bid Data Sheet

Supply and Delivery of Various Pharmaceutical Supplies for CY 2023

IB-2023-134

Bid Data Sheet

<table>
<tr><th>ITB Clause</th><th></th></tr>
<tr><td>5.3</td><td>For this purpose, contracts similar to the Project shall be:
a. Supply and delivery of:

<table><tr><td>Various Pharmaceutical Supplies CY 2023</td><td>Various Pharmaceutical Supplies</td></tr></table>
b. completed within the last two (2) 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>12</td><td>The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.</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:

1. The amount of not less than <u>two percent (2%) of the ABC of the item(s) joined</u>, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or

2. The amount of not less than <u>five percent (5%) of the ABC of the item(s) joined</u>, if bid security is in Surety Bond.</td></tr>
<tr><td>19.3</td><td>Supply and Delivery of the following:

<table><tr><th>IB NUMBER</th><th>ITEM DESCRIPTION</th><th>TOTAL ABC</th></tr><tr><td></td><td>Supply and Delivery of:</td><td></td></tr><tr><td>IB-2023-134</td><td>Various Pharmaceutical Supplies CY 2023</td><td>33,513,336.35</td></tr></table></td></tr>
<tr><td>20.2</td><td>The Lowest Calculated Bidder shall submit the following documentary requirements within a non-extendible period of five (5) calendar days from receipt of the notification that contain the following:

1. Latest Income (BIR Form No. 1701-Q) AND Business Tax Returns (BIR Form No. 2550-Q) filed and paid through the BIR Electronic Filing (EFPS) within the last quarter.

2. Certificate of Performance in letterhead of their clients indicating the contact numbers and email addresses signed by the authorized head of the Department from three (3) clients of the bidder issued within the last six (6) months prior to bid opening.

Note: Certification issued by PCMC – Materials Management Division must be included if bidder had done business with us. Certification of which should be of same category (e.g. equipment/supplies) of project being bided.

3. Registration Certificate from the Department of Trade and Industry (DTI) OR Security and Exchange Commission (SEC), whichever may be appropriate under existing laws of the Philippines.

4. Mayor's/Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located or the equivalent document for Exclusive Economic Zones or Areas.</td></tr>
</table>

	5. CY 2022 Audited Financial Statements and Income Tax Returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) 6. Valid and current License to Operate (LTO) issued by Food and Drug Administration (FDA) 7. Section II. Instructions to Bidders with signature (conforme) on all pages 8. Section III. Bid Data Sheet with signature (conforme) on all pages 9. Section IV. General Conditions of the Contract with signature (conforme) on all pages 10. Section V. Special Conditions of the Contract with signature (conforme) on all pages 11. Certification for Assurance of Stocks Availability *[use of Form No. DOBA–PCMC–CAF10 is required]* 12. Return Policy *[use of Form No. DOBA – PCMC – CRF34 is required]* 13. Manufacturer's Certification or if the Bidder is not a manufacturer, an authenticated copy of certification from the manufacturer as authorized or exclusive distributor or dealer of the products/items 14. Valid and current Certificate of Product Registration issued Food and Drugs Administration (FDA) 15. With manufacturer and/or products certification by an independent 3rd party Certifying body (ISO 14020, 14021, 14024, 14025 or its equivalent), is preferred. 16. Consumer guidelines regarding disposal of the supplies (*Information about how and where the used/decommissioned products/ packaging/parts can be returned for recycling and/or disposal e.g. buy-back program)* 17. Other appropriate licenses and permits required by law and stated in the Bidding Documents Failure of the Bidder declared as LCB to duly submit the requirements stated above or a finding against the veracity of such shall be ground for forfeiture of the bid security and disqualify the Bidder for award. ***Note: Requirement Nos. 13 to 16 for items JOINED must be accomplished and submitted using the Summary Sheet to be provided by PCMC.***
21.2	*No additional contract documents relevant to the Project*

CONFORME:

_____	_____
Authorized Signatory Signature over printed name	Contact No:

_____	_____	_____
Name of Company/Firm	Company's Official Email Address (where notices will be sent)	Company's Official Contact No.

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SECTION IV

General Conditions of Contract

Supply and Delivery of Various Pharmaceutical Supplies for CY 2023

IB-2023-134

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**.

[Include the following clauses if Framework Agreement will be used:]

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

2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than 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.*{[Include if Framework Agreement will be used:] In the case o*f Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.*}*

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project *{[Include if Framework Agreement will be used:]* or Framework Agreement*}* 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.

CONFORME:

_____
Authorized Signatory
Signature over printed name
Contact Number: _____

_____
Name of Company/Firm

_____ _____
Company's Official E-mail Address Company's Official Contact Number

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SECTION V

Special Conditions of Contract

Supply and Delivery of Various Pharmaceutical Supplies for CY 2023

IB-2023-134

Special Conditions of Contract

GCC Clause	
	For Goods supplied from within the Philippines: Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity: (i) Original and four copies of the Supplier's invoice/delivery receipt showing Goods' description, quantity, unit price, and total amount; (ii) Four copies of Material Safety Data Sheet for a specified product upon initial delivery
	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 Supplier shall have an established disposal and retrieval program or take back system for their products (items with container) 1 The Supplier shall submit MSDS for a specified product. 2. The product label shall bear the following information: a. Product specifications and ingredients b. Manufacturing and Expiration Dates c. Precautions d. Instructions for proper use and disposition e. Hazardous items shall be properly labeled as a hazardous product (e.g. flammable cytotoxic, radioactive, poison, etc.) 3.The product shall not contain halogenated plastics and PVCs. 4.The product shall be packed in suitable packaging materials which are reusable and recyclable.
	Transportation – Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

	Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure. The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination. **Intellectual Property Rights –** The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	The terms of payment shall be on Acceptance: 100% of the Contract Price per Delivery Order Slip shall be paid to the Supplier within 30 to 45 days or Supplier's credit term after final acceptance and submission of required documents.
3	Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security.
4	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
5	Three (3) months after acceptance by the Procuring Entity of the delivered Goods or after the Goods are consumed, whichever is earlier. Winning bidder has to choose the form of retention money required of under R.A 9184 Sec. 62.1 The said amount shall only be released after the lapse of the warranty period specified in Section VII Technical Specification; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.

CONFORME:

_____ Contact Number: _____

Authorized Signatory
Signature over printed name

Name of Company/Firm _____

_____ _____

Company's Official E-mail Address

Company's Official Contact Number

Republic of the Philippines
DEPARTMENT OF HEALTH
PHILIPPINE CHILDREN'S MEDICAL CENTER
Bids and Awards Committee
Quezon Avenue, Quezon City 1100
website: www.pcmc.gov.ph email: pcmcbac@gmail.com
Trunkline: 8588-9900 local 361/355 Telefax No.: 8924-0870

SECTION VI

Schedule of Requirements

Supply and Delivery of
Various Pharmaceutical Supplies
for CY 2023

IB-2023-134

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

Description	Total ABC (Php)	Delivery Site	PCMC Requirement DELIVERY PERIOD
Various Pharmaceutical Supplies	33,513,336.35	Materials Management Division, G/F PCMC, Quezon Avenue, cor . Agham Road Quezon City	Within seven (7) working days from receipt of DELIVERY ORDER SLIP

DELIVERY AND ACCEPTANCE

- Staggered delivery and staggered payment
- Supplies to be delivered should have an expiration at least one (1) year and longer or as expressed/required by the end-user.
- The Supplier should submit Materials Safety Data Sheet upon initial delivery, if applicable.
- The supplier should deliver the goods called for in the Purchase Order (PO) within seven (7) working days or as stated on Delivery Period upon receipt of approved Delivery Order Slip, faxed or personally received during office hours at the Materials Management Division.
- All goods delivered pursuant to the Purchase Order (PO) with Delivery Order Slip shall be subject to acceptance and inspection by the end-user as well as by the House Inspector and of the Resident Auditor or their representatives. Goods delivered not in conformity with specifications shall be rejected and the contractor held in default.

CONFORME:

_____ NAME OF COMPANY

_____ ADDRESS

_____ SIGNATURE OVER PRINTED NAME OF AUTHORIZED REPRESENTATIVE

_____ TELEPHONE / FAX

Republic of the Philippines
DEPARTMENT OF HEALTH
PHILIPPINE CHILDREN'S MEDICAL CENTER
Bids and Awards Committee
Quezon Avenue, Quezon City 1100
website: www.pcmc.gov.ph email: pcmcbac@gmail.com
Trunkline: 8588-9900 local 361/355 Telefax No.: 8924-0870

SECTION VII

Technical Specifications

Supply and Delivery of Various Pharmaceutical Supplies for CY 2023

IB-2023-134

PHILIPPINE CHILDREN'S MEDICAL CENTER
Quezon Avenue, Quezon City

Name of Project : VARIOUS PHARMACEUTICAL SUPPLIES
Total ABC = Php139,347.50
Invitation to Bid No. IB 2023-134

TECHNICAL SPECIFICATIONS

PCMC's REQUIREMENT					BIDDER'S OFFER		
Item No.		Qty	Unit	Item Description	ITEM DESCRIPTION (Specification, Packing, etc.)	BRAND	MANUFACTURER
A	1	1,000	bt	Prednisone susp 10mg/5mL 60mL			
A	2	9,250	tab	Prednisone tab 10mg blister/foil pack			
A	3	7,500	tab	Prednisone tab 20mg blister/foil pack			

Additional Requirements :

- Products to be bided should have passed the end-user's evaluation

NAME OF COMPANY **ADDRESS**

SIGNATURE OVER PRINTED NAME **TELEPHONE / FAX NO.**

PHILIPPINE CHILDREN'S MEDICAL CENTER
Quezon Avenue, Quezon City

Name of Project : VARIOUS PHARMACEUTICAL SUPPLIES
Total ABC = Php33,373,988.85
Invitation to Bid No. IB 2023-134 B (VAT EXEMPT)

TECHNICAL SPECIFICATIONS

PCMC's REQUIREMENT					BIDDER'S OFFER		
Item No.		Qty	Unit	Item Description	ITEM DESCRIPTION (Specification, Packing, etc.)	BRAND	MANUFACTURER
B	1	100	bt	Bleomycin Sulf powd vl 15units (IM, IV, SC)			
B	2	8,847	tab	Calcium Folinate vl 50mg (IM,IV)			
B	3	315	tab	Carboplatin soln/powd vl 150mg (IV)			
B	4	515	vl	Carboplatin soln/powd vl 450mg (IV)			
B	5	200	vl	Cisplatin soln 1mg/mL vl 10mL (IV)			
B	6	200	vl	Cisplatin soln 1mg/mL vl 50mL (IV)			
B	7	560	vl	Cytarabine vl 1g, 10mL (IV inf)			
B	8	7,016	vl	Cytarabine vl 100mg (IT,IV)			
B	9	140	vl	Dacarbazine 200 mg Powder for Injection vial			
B	10	400	vl	Dactinomycin powd vl 500mcg			
B	11	16,320	vl	Dexamethasone tab 4mg blister/foil pack			
B	12	860	vl	Doxorubicin HCl powd/solution vl 10mg (IV)			
B	13	1,260	vl	Doxorubicin HCl powd/solution vl 50mg (IV)			
B	14	2,100	tab	Etoposide amp/vl 20mg/mL, 5mL (IV)			
B	15	30	vl	Fluorouracil vl 500mg IV			
B	16	630	vl	Ifosfamide vl 1g (IV infusion)			
B	17	295	amp/vl	Ifosfamide vl 2g (IV infusion)			
B	18	1,900	vl	L-Asparaginase lyoph powd vl 10,000IU (IV)			
B	19	37,000	vl	Mercaptopurine tab 50mg blister/foil pack			

Name of Project : VARIOUS PHARMACEUTICAL SUPPLIES
Total ABC = Php33,373,988.85
Invitation to Bid No. IB 2023-134 B (VAT EXEMPT)

TECHNICAL SPECIFICATIONS

PCMC's REQUIREMENT					BIDDER'S OFFER		
Item No.		Qty	Unit	Item Description	ITEM DESCRIPTION (Specification, Packing, etc.)	BRAND	MANUFACTURER
B	20	3,850	vl	Mesna amp 400mg/4mL (IV)			
B	21	3,000	vl	Methotrexate Sod (Preservative Free) vl 100mg/mL, 10mL (IM, IV, IT)			
B	22	1,793	tab	Methotrexate Sod (Preservative Free) vl 25mg/mL, 2mL (IM,IV,Intrathec)			
B	23	110,040	amp	Methotrexate Sod tab 2.5mg blister/foil pack			
B	24	1,780	vl	Morphine 10 mg Modified Release Tablet			
B	25	1,000	vl	Morphine Sulf amp 10mg/mL, 1mL (IM,IV)			
B	26	2,520	tab	Ondansetron HCl tab 8mg blister/foil pack			
B	27	75	tab	Rituximab 500mg inj. 50mL vial			
B	28	6,850	amp	Sirolimus 0.5mg tab			
B	29	6,500	tab	Sirolimus 1mg tab			
B	30	596	vl	Vinblastine Sulf powd vl 10mg (IV)			
B	31	4,810	tab	Vincristine Sulf vl 1mg/mL, 2mL (IV)			

Additional Requirements :

- Products to be bided should have passed the end-user's evaluation

NAME OF COMPANY **ADDRESS**

SIGNATURE OVER PRINTED NAME **TELEPHONE / FAX NO.**

PHILIPPINE CHILDREN'S MEDICAL CENTER
Quezon Avenue, Quezon City

TERMS OF REFERENCE

CY 2023

HAZARDOUS PHARMACEUTICALS

1. The winning bidders for hazardous pharmaceuticals (see attached list) shall provide PCMC two copies (one for Property and Supply and one for the Pharmacy Division) of the corresponding Materials Safety Data Sheet (MSDS) of said medicine/galenicals upon delivery.

2. The supplier shall make sure that these pharmaceuticals are properly packed for safety from breakage and spills upon delivery to PCMC. Likewise, these pharmaceuticals shall be properly labeled as a hazardous product (e.g., flammable, cytotoxic, radioactive, poison.etc.).

3. Suppliers shall provide the PCMC with the appropriate Spill Kit upon the request of the Pharmacy Division for use in the wards/clinical areas using these products.

4. The supplier shall be responsible in disposing the expired and defective hazardous pharmaceuticals. The Pharmacy Division shall inform the corresponding supplier three months before the expiry date of their product. The supplier shall be informed about the defective products as soon as it has been detected.

5. Upon request of the corresponding end-user, the supplier shall provide training on safe handling of their product(s), including management of spills.

CONFORME:

_____ _____
Authorized Signatory
Signature over printed name

Contact No:

_____ _____ _____
Name of Company/Firm
(Where notices will be sent)

Company's Official Email Address

Company's Official Contact No.

LIST OF HAZARDOUS PHARMACEUTICALS

1. Bleomycin Sulfate 15 mg inj.
2. Calcium Folinate 50 mg inj.
3. Carboplatin 150 mg vl.
4. Cisplatin 50 mg vl
5. Cyclophosphamide 200 mg and 500 mg vl
6. Cytarabine 100 mg, 500 mg, and 1 g vl.
7. Dactinomycin 500 mcg inj
8. Doxorubicin 10 mg, and 50 mg vl
9. Etoposide 20 mg/ml, 5 mL inj
10. Fluorouracil vl 500mg IV
11. Idarubicin HCl 5 mg inj.
12. Ifosfamide 1 g and 2 g vl
13. Irinotecan 100 mg/5mL and 40 mg/2mL (HCl) concentrate, vl (IV infusion)
14. L-asparaginase 10,000 IU vl
15. Mercaptopurine 50 mg tab
16. Methotrexate 500 mg, 1 g, and 50 mg vl; 2.5 mg tablet
17. Mitoxanthrone 20 mg Inj.
18. Paclitaxel 6mg/mL 17mL (IV) vl
19. Rituximab 500mg inj. 50mL vial and 100mg inj. 10mL vial
20. Vinblastine 10 mg Inj
21. Vincristine 1 mg and 2 mg inj.
22. Povidone Iodine solution (all dosage preparations)
23. Gadoteric acid (all dosage preparations)
24. Gadobutrol (all dosage preparations)
25. Iohexol (all dosage preparations)
26. Ioversol (all dosage preparations)
27. Iopamidol (all dosage preparations)
28. Iopromide (all dosage preparations)
29. Sevoflurane Inhalation 250 mL

CONFORME:

_____	_____
Authorized Signatory Signature over printed name	Contact No:

_____	_____	_____
Name of Company/Firm (Where notices will be sent)	Company's Official Email Address	Company's Official Contact No.

PHILIPPINE CHILDREN'S MEDICAL CENTER
Quezon Avenue, Quezon City

TERMS OF REFERENCE
CY 2023

Pharmaceutical Products, Containers, and Devices

The following are the requirements to winning suppliers in compliance with Administrative Order No. 2019-0041, dated October 4, 2019 re: *Implementing Guidelines in Assuring the Efficacy, Quality, and Safety of Pharmaceutical Products in the Public Health Facilities*;

1. All pharmaceutical products and devices shall be of fresh commercial stock as reflected in the Certificate of Product Registration (CPR) issued by the FDA upon delivery. The acceptable shelf life upon delivery is as follows:

Claimed Shelf Life in CPR	Minimum Remaining Shelf Life Upon Delivery
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

2. The CPR must be valid for the entire period of the award. If the CPR 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).

3. The Pharmacist-in-charge of inspection and acceptance of pharmaceutical products and devices shall conduct random sampling of the products delivered for batch testing.

   3.1 The samples collected shall be submitted to FDA for test analysis. The Pharmacist shall determine the kind of test(s) to be done based on the physical inspection done. (Annex A)

   3.2 The supplier shall replace (same batch) or pay the cost of the samples collected for testing.

   3.3 The supplier shall pay the cost of testing of the products collected.

4. The supplier shall be provided with a copy of the result of tests analysis done on their products.

5. The supplier shall submit the batch notification for antibiotic products and batch certificate for vaccines issued by the FDA upon delivery.

6. The performance of the suppliers shall be monitored based on the following Key Performance Indicators:

   6.1 Suppliers meet quality and service standards specified in the Terms of Reference (TOR)/Purchase Order (PO)/Contract

   6.2 Timeliness of delivery

   6.3 Completeness of quantity delivered

   6.4 Zero defects of products

   6.5 Relevant additional services provided (e.g. disposal, recall)

CONFORME:

_____	_____
Authorized Signatory Signature over printed name	Contact No:

_____	_____	_____
Name of Company/Firm (Where notices will be sent)	Company's Official Email Address	Company's Official Contact No.

ANNEX A

Minimum Number of Sample Units Required for Each Test Analysis (FDA Circular No. 2014-014 dated 16 March 2014)

PHARMACEUTICAL PRODUCTS

a. Microbiological Tests

Sample Type	Test Parameter	Number of Sample Units
Nonaqueous/aqueous preparation for oral use	•Total Aerobic Microbial Count •Total Combined Yeast & Mold Count •Absence of Escherichia coli in 1g or mL	Minimum of 2 commercial presentations with a total net weight or volume of not less than 50g or mL
Rectal Use	•Total Aerobic Microbial count •Total Combined Yeast & Mold Count	
Oromucosal/Gingival/ Cutaneous/Nasal/Auri cular use	•Total Aerobic Microbial Count •Total Combined Yeast & Mold Count •Absence of Staphylococcus aureus in 1g or mL •Absence of Pseudomonas Aeroginosa in 1 g or mL	
Inhalation use (special requirements apply to liquid preparations for nebulization)	•Total Aerobic Microbial Count •Total Combined Yeast & Mold Count •Absence of Staphylococcus aureus in 1g or mL. •Absence of bile-tolerant Gram-negative bacteria in 1 g or mL	

b. Biological Tests

Sample Type	Test Parameter	Number of Sample Units
Liquid Preparations 1mL to 100mL More than 100mL	• Bacterial endotoxin test	20 bottles 6 bottels
1mL to 100mL 500 to 1000mL	• Sterility Test	20 bottles 6 bottles
Solid Preparations	• Sterility Test	20 units

c. Physico-chemical Tests

Sample Type	Test Parameter	Number of Sample Units
Tablet/Capsule	• Assay/Potency • Dissolution • Uniformity of Dosage Units • Identification Test • Disintegration • Tablet hardness	60 tablets/capsules 50 tablets/capsules 40 tablets/capsules 20 tablets/capsules 20 tablets/capsules 10 tablets/capsules
Granules/Powder for Suspension/Syrup	• Assay and Minimum Fill • pH • Identification Test	10 bottles 2 bottles 3 bottles
Injectables (1mL to 2mL)	• Assay/Potency • pH	20 vials/ampules 10 vials/ampules
Injectables (5mL to 10mL)		20 vials/ampules 5 vials/ampules
Injectables (20mL to 100mL)		10 vials/ampules 2 vials/ampules
Ointment/Cream/Gel	• Assay/Potency	10 tubes
Aerosol		10 pressurized cans
Suppositories		30 pieces

PHARMACEUTICAL CONTAINERS

Sample Type	Test Parameter	Number of Sample Units
Plastic container for suspension/syrup, oral preparations a. 10 mL b. 30 to 60 mL c. 60 to 100mL d. 250 mL e. 500 to 1000mL	• Nonvolatile residue • Residue on Ignition • Lead • Buffering Capacity	120 pcs 60 pcs 40 pcs 20 pcs 10 pcs
Plastic bottles/IV infusion a. 100mL b. 250mL c. 500 to 1000mL	• Sterility Test	15 pcs 10 pcs 6 pcs
Polyampules a. 1 to 2 mL b. 3 to 5 mL c. 6 to 10 mL		300 pcs 250 pcs 200 pcs
Vials a. 10 mL b. 20 to 25 mL c. 30 to 50 mL		120 pcs 60 pcs 30 pcs
Caps (Diameter) a. $\leq$ 0.5 cm b. Between 1 & 2.5 cm c. > 2.5 cm		800 pcs 48 pcs 30 pcs

DEVICES

Sample Type	Test Parameter	Number of Sample Units
Medical Devices	• Bacterial endotoxin test • Sterility Test	20 units 20 units

CONFORME:

_____ _____

Authorized Signatory
Signature over printed name

Contact No:

_____ _____ _____

Name of Company/Firm
(Where notices will be sent)

Company's Official Email Address

Company's Official Contact No.

PHILIPPINE CHILDREN'S MEDICAL CENTER
Quezon Avenue, Quezon City

TERMS OF REFERENCE

CY 2023

1. LABELLING:
   For each vial, box, carton, and corrugated carton, the following should be legibly printed:
   "Philippine Government Property"
   Department of Health
   NOT FOR SALE

2. Drugs and medicines delivered are subject to random sampling for submission to Food and Drug Administration (FDA) or any FDA Accredited testing laboratories. Samples are for testing to qualify and conform to label claim. Testing fee and replacement of sampled quantities shall be at the Supplier's expense. Number of samples for testing see Administrative Order No. 2019-0041 *"Implementing Guidelines in Assuring the Efficacy, Quality, and Safety of Pharmaceutical Products in the Public Health Facilities"*.

3. Drugs and medicines that will not conform with the standard specification shall be returned to the Supplier and shall not be paid by PCMC.

4. Drugs and medicines with Adverse Drug Event/Reaction (ADE/ADR) findings shall be reported to FDA. Remaining stocks shall be returned to the Supplier for replacement with another batch within 7 working days from pull out. For the 2nd offense, remaining stocks shall be returned to the Supplier without replacement and shall not be paid by PCMC. The succeeding order/request shall be awarded to the next Lowest Calculated and Responsive Bidder.

5. All pulled-out for any various reasons shall be issued a credit memo by the Supplier. Such items shall be replaced by the Supplier within one (1) month otherwise the corresponding amount shall be deducted from any amount due to the Supplier.

6. The winning bidders for hazardous pharmaceuticals (see attached list) shall provide PCMC two copies (one for Materials Management Division and one for the Pharmacy Division) of the corresponding Materials Safety Data Sheet (MSDS) of said medicine upon delivery.

7. The winning bidders shall make sure that these pharmaceuticals are properly packed for safety from breakage and spills upon delivery to PCMC. Likewise, these pharmaceuticals shall be properly labeled as a hazardous product (e.g., cytotoxic).

8. The winning bidders shall provide the PCMC with the appropriate Spill Kit upon the request of the Pharmacy Division for use in the wards/clinical areas using these products. It shall be replaced once used.

9. The winning bidders shall provide biological refrigerator / chiller for storage purposes for the following pharmaceuticals:

    a. Bleomycin Sulf powd vl 15units (IM, IV, SC)
    b. Calcium Folinate vl 50mg (IM,IV)

c. Dactinomycin powd vl 500mcg
d. L-Asparaginase lyoph powd vl 10,000IU (IV)
e. Rituximab 500mg inj. 50mL vial
f. Vinblastine Sulf powd vl 10mg (IV)
g. Vincristine Sulf vl 1mg/mL, 2mL (IV)

10. The winning bidders shall be responsible for disposing of the expired and defective hazardous pharmaceuticals. The Pharmacy Division shall inform the corresponding supplier three months before the expiry date of their product. The supplier shall be informed about the defective products as soon as they have been detected.

11. The winning bidders shall provide training on safe handling of their product(s), including management of spills.

LIST OF HAZARDOUS PHARMACEUTICALS

1. Bleomycin Sulfate 15 mg injection
2. Calcium Folinate 50 mg injection
3. Carboplatin 150 mg and 450 mg vial
4. Cisplatin 10 mg and 50 mg vial
5. Cyclophosphamide 500 mg vial
6. Cytarabine 100 mg, 500 mg, and 1 g vial
7. Dacarbazine 200 mg vial
8. Dactinomycin 500 mcg injection
9. Doxorubicin 10 mg, and 50 mg vial
10. Etoposide 20 mg/ml, 5 mL injection
11. Fluorouracil vl 500 mg IV
12. Idarubicin HCl 5 mg inj.
13. Ifosfamide 1 g and 2 g vl
14. Imatinib 100 mg tablet
15. Irinotecan 100 mg/5mL and 40 mg/2mL (HCl) concentrate, vial
16. L-asparaginase 10,000 IU vial
17. Mercaptopurine 50 mg tablet
18. Methotrexate 1 g, and 50 mg vial; 2.5 mg tablet
19. Rituximab 500mg inj. 50mL vial and 100mg inj. 10mL vial
20. Sirolimus 0.5 mg and 1 mg tablet
21. Vinblastine 10 mg Inj
22. Vincristine 1 mg and 2 mg inj.

CONFORME:

_____ _____
Authorized Signatory — Contact No:
Signature over printed name

_____
Name of Company/Firm

_____ _____
Company's Official Email Address (where notices will be sent) — Company's Official Contact No.

Republic of the Philippines
DEPARTMENT OF HEALTH
PHILIPPINE CHILDREN'S MEDICAL CENTER
Bids and Awards Committee
Quezon Avenue, Quezon City 1100
website: www.pcmc.gov.ph email: pcmcbac@gmail.com
Trunkline: 8588-9900 local 361/355 Telefax No.: 8924-0870

SECTION VIII

Checklist of Technical and Financial Documents

Supply and Delivery of Various Pharmaceutical Supplies for CY 2023

IB-2023-134

Checklist of Technical and Financial Documents

The Bidder shall submit the following **TECHNICAL COMPONENT ENVELOPE (ARRANGED, NUMBERED AND TABBED)** ***[Strictly NO using of staple wire and thick materials for tabs]*** as enumerated below:

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

1. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR

   Note: For the purpose of updating the Certificate of Registration and Membership, all Class "A" eligibility documents mentioned in this section supporting the veracity, authenticity and validity of the Certificate shall remain current and updated. The failure by the prospective bidder to update its Certificate with the current and updated Class "A" eligibility documents shall result in the automatic suspension of the validity of its Certificate until such time that all of the expired Class "A" eligibility documents has been updated (per GPPB Resolution No. 15-2021).

Technical Documents

2. 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. *(Use of Form No. DOBA-PCMC-SCF3b is required)*

3. Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid *(Refer to BDS Clause 5.3)*, except under conditions provided for in Sections 23.4.1.3 and 23.4.4.4 of the 2016 Revised IRR of RA 9184, within two (2) years prior to bid opening *(use of Form No. DOBA-PCMC-SCF3a is required).*

4. Original copy of Bid Security **(Refer to BDS Clause 14.1)**. 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

5. Duly accomplished and signed Production/ Delivery Schedule using the form as provided for in Section VI

6. Duly accomplished and signed Technical Specification using the form as provided for in Section VII

   i. Signed Conforme on the Terms of Reference, (*for Pharmaceutical Supplies*)

7. 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. *(Use of the Form provided is required)*

Financial Documents

8. The prospective bidder's computation of the Net Financial Contracting Capacity (NFCC) must be at least equal to the ABC to be bid (*Use of Form No. DOBA–PCMC–NFF4 is required)*

OR

a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, it must be at least equal to 10% of the ABC

Class "B" Documents

9. If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence (*Use of Form No. DOBA-PCMC-JVF6 is required).*

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

ii. Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity

The Bidder shall submit the following **FINANCIAL COMPONENT ENVELOPE (ARRANGED, NUMBERED AND TABBED)** ***[Strictly NO using of staple wire and thick materials for tabs]*** as enumerated below:

II. FINANCIAL COMPONENT ENVELOPE

1. Duly accomplished and signed Financial Bid Form

2. Duly accomplished and signed **Price Schedule** using the form as provided

Note: Bidder **shall include** the PCMC-issued USB Flash Drive in the **Financial Component Envelope (Original Folder)** containing the FOLLOWING:

a. Soft copy of their accomplished **Price Schedule** (in **EXCEL format**)

b. **SCANNED copy** (in **PDF Format**) **of ALL** the required documents under Section VIII. Checklist of Technical and Financial Documents

CONFORME:

_____ _____

Authorized Signatory
Signature over printed name

Contact No:

_____

Name of Company/Firm

_____ _____

Company's Official Email Address
(where notices will be sent)

Company's Official Contact No.

PRICE SCHEDULE

PROCURING ENTITY: **PHILIPPINE CHILDREN'S MEDICAL CENTER**

NAME OF BIDDER:

NAME OF PROJECT :**PHARMACEUTICAL SUPPLIES CY 2023**

INVITATION TO BID NO. **IB-2023-134A**

PCMC REQUIREMENT							BIDDER'S OFFER									
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
ITEM NO.		ITEM DESCRIPTION	QTY	UNIT	ABC PER UNIT	TOTAL ABC	ITEM DESCRIPTION	BRAND	MANUFACTURER	COUNTRY OF ORIGIN	UNIT PRICE EXW	COST OF LOCAL LABOR, RAW MATERIAL, AND COMPONENT	TOTAL PRICE EXW (cols. 2 x 10)	UNIT PRICES FINAL DESTINATION AND UNIT PRICE OF OTHER INCIDENTAL SERVICES	SALES AND OTHER TAXES PAYABLE PER ITEM IF CONTRACT IS AWARDED	TOTAL PRICE DELIVERED FINAL DESTINATION (col 13+14) x col 12
A	1	Prednisone susp 10mg/5mL 60mL	1,000	bt	91.00	91,000.00										
A	2	Prednisone tab 10mg blister/foil pack	9,250	tab	1.27	11,747.50										
A	3	Prednisone tab 20mg blister/foil pack	7,500	tab	4.88	36,600.00										
					GRAND TOTAL	**139,347.50**										
ADDITIONAL REQUIREMENTS:										**TOTAL =**						

➢ **Conforme on the attached Terms of Reference**

➢ Drugs and Medicines to be delivered should have expiration of at least one (1) year and longer or as expressed/ required by Pharmacy

➢ The price of the bided item(s) shall be valid until December 31, 2023

➢ Staggered delivery, staggered payment

➢ The quantities specified are estimated requirements during the period and may be decreased depending upon the actual need of PCMC. It is understood therefore that PCMC is not bound to order / purchase all the items / quantities called for on this biddin

➢ The supplier should submit Materials Safety Data Sheet upon delivery, if applicable

➢ PCMC has the right to reject any or all bids without offering any reason, waive any required formality and award the contract to any bidder whose proposals as evaluated by PCMC is the most advantageous to the government.

TERMS OF PAYMENT (For discounts being offered, if there's any. Otherwise, state "NONE") :

_____

NAME AND SIGNATURE OF AUTHORIZED REPRESENTATIVE

BAC & END-USER'S SIGNATURE:

PRICE SCHEDULE

PROCURING ENTITY: **PHILIPPINE CHILDREN'S MEDICAL CENTER**

NAME OF BIDDER:

NAME OF PROJECT :**PHARMACEUTICAL SUPPLIES CY 2023**

INVITATION TO BID NO. **IB-2023-134 B**
(VAT EXEMPT)

PCMC REQUIREMENT							BIDDER'S OFFER									
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
ITEM NO.		ITEM DESCRIPTION	QTY	UNIT	ABC PER UNIT	TOTAL ABC	ITEM DESCRIPTION	BRAND	MANUFACTURER	COUNTRY OF ORIGIN	UNIT PRICE EXW	COST OF LOCAL LABOR, RAW MATERIAL, AND COMPONENT	TOTAL PRICE EXW (cols. 2 x 10)	UNIT PRICES FINAL DESTINATION AND UNIT PRICE OF OTHER INCIDENTAL SERVICES	SALES AND OTHER TAXES PAYABLE PER ITEM IF CONTRACT IS AWARDED	TOTAL PRICE DELIVERED FINAL DESTINATION (col 13+14) x col 12
B	1	Bleomycin Sulf powd vl 15units (IM, IV, SC)	100	vl	1,750.00	175,000.00										
B	2	Calcium Folinate vl 50mg (IM,IV)	8,847	vl	180.00	1,592,460.00										
B	3	Carboplatin soln/powd vl 150mg (IV)	315	vl	830.00	261,450.00										
B	4	Carboplatin soln/powd vl 450mg (IV)	515	vl	1,439.00	741,085.00										
B	5	Cisplatin soln 1mg/mL vl 10mL (IV)	200	vl	199.00	39,800.00										
B	6	Cisplatin soln 1mg/mL vl 50mL (IV)	200	vl	320.00	64,000.00										
B	7	Cytarabine vl 1g, 10mL (IV inf)	560	vl	825.00	462,000.00										
B	8	Cytarabine vl 100mg (IT,IV)	7,016	vl	130.00	912,080.00										
B	9	Dacarbazine 200 mg Powder for Injection vial	140	vl	750.00	105,000.00										
B	10	Dactinomycin powd vl 500mcg	400	vl	450.00	180,000.00										
B	11	Dexamethasone tab 4mg blister/foil pack	16,320	tab	25.00	408,000.00										
B	12	Doxorubicin HCl powd/solution vl 10mg (IV)	860	vl	175.00	150,500.00										

PRICE SCHEDULE

PROCURING ENTITY: **PHILIPPINE CHILDREN'S MEDICAL CENTER**

NAME OF BIDDER:

NAME OF PROJECT :**PHARMACEUTICAL SUPPLIES CY 2023**

INVITATION TO BID NO. **IB-2023-134 B**
(VAT EXEMPT)

PCMC REQUIREMENT							BIDDER'S OFFER									
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
ITEM NO.		ITEM DESCRIPTION	QTY	UNIT	ABC PER UNIT	TOTAL ABC	ITEM DESCRIPTION	BRAND	MANUFACTURER	COUNTRY OF ORIGIN	UNIT PRICE EXW	COST OF LOCAL LABOR, RAW MATERIAL, AND COMPONENT	TOTAL PRICE EXW (cols. 2 x 10)	UNIT PRICES FINAL DESTINATION AND UNIT PRICE OF OTHER INCIDENTAL SERVICES	SALES AND OTHER TAXES PAYABLE PER ITEM IF CONTRACT IS AWARDED	TOTAL PRICE DELIVERED FINAL DESTINATION (col 13+14) x col 12
B	13	Doxorubicin HCl powd/solution vl 50mg (IV)	1,260	vl	470.00	592,200.00										
B	14	Etoposide amp/vl 20mg/mL, 5mL (IV)	2,100	amp/ vl	250.00	525,000.00										
B	15	Fluorouracil vl 500mg IV	30	vl	66.07	1,982.10										
B	16	Ifosfamide vl 1g (IV infusion)	630	vl	1,495.00	941,850.00										
B	17	Ifosfamide vl 2g (IV infusion)	295	vl	1,800.00	531,000.00										
B	18	L-Asparaginase lyoph powd vl 10,000IU (IV)	1,900	vl	1,052.43	1,999,617.00										
B	19	Mercaptopurine tab 50mg blister/foil pack	37,000	tab	25.50	943,500.00										
B	20	Mesna amp 400mg/4mL (IV)	3,850	amp	165.00	635,250.00										
B	21	Methotrexate Sod (Preservative Free) vl 100mg/mL, 10mL (IM, IV, IT)	3,000	vl	4,439.00	13,317,000.00										
B	22	Methotrexate Sod (Preservative Free) vl 25mg/mL, 2mL (IM,IV,Intrathec)	1,793	vl	200.00	358,600.00										
B	23	Methotrexate Sod tab 2.5mg blister/foil pack	110,040	tab	7.00	770,280.00										
B	24	Morphine 10 mg Modified Release Tablet	1,780	tab	40.00	71,200.00										

PRICE SCHEDULE

PROCURING ENTITY: **PHILIPPINE CHILDREN'S MEDICAL CENTER**

NAME OF BIDDER:

NAME OF PROJECT :**PHARMACEUTICAL SUPPLIES CY 2023**

INVITATION TO BID NO. **IB-2023-134 B**
(VAT EXEMPT)

PCMC REQUIREMENT							BIDDER'S OFFER									
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
ITEM NO.		ITEM DESCRIPTION	QTY	UNIT	ABC PER UNIT	TOTAL ABC	ITEM DESCRIPTION	BRAND	MANUFACTURER	COUNTRY OF ORIGIN	UNIT PRICE EXW	COST OF LOCAL LABOR, RAW MATERIAL, AND COMPONENT	TOTAL PRICE EXW (cols. 2 x 10)	UNIT PRICES FINAL DESTINATION AND UNIT PRICE OF OTHER INCIDENTAL SERVICES	SALES AND OTHER TAXES PAYABLE PER ITEM IF CONTRACT IS AWARDED	TOTAL PRICE DELIVERED FINAL DESTINATION (col 13+14) x col 12
B	25	Morphine Sulf amp 10mg/mL, 1mL (IM,IV)	1,000	amp	78.50	78,500.00										
B	26	Ondansetron HCl tab 8mg blister/foil pack	2,520	tab	69.00	173,880.00										
B	27	Rituximab 500mg inj. 50mL vial	75	vl	33,371.37	2,502,852.75										
B	28	Sirolimus 0.5mg tab	6,850	tab	136.97	938,244.50										
B	29	Sirolimus 1mg tab	6,500	tab	185.72	1,207,180.00										
B	30	Vinblastine Sulf powd vl 10mg (IV)	596	vl	1,001.00	596,596.00										
B	31	Vincristine Sulf vl 1mg/mL, 2mL (IV)	4,810	vl	436.15	2,097,881.50										
					TOTAL =	33,373,988.85										
ADDITIONAL REQUIREMENTS:										TOTAL =						

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➢ The price of the bided item(s) shall be valid until December 31, 2023

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TERMS OF PAYMENT (For discounts being offered, if there's any. Otherwise, state "NONE") :

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NAME AND SIGNATURE OF AUTHORIZED REPRESENTATIVE

BAC & END-USER'S SIGNATURE: