



MINUTES OF THE PRE-BID CONFERENCE

05 November 2024

Public Bidding VMC No. 2025-005

Supply and Delivery of Medical Oxygen Gas and
Carbon Dioxide Medical Grade for Cy 2025

Present during the meeting were as follows:

BIDS & AWARDS COMMITTEE:

Ms. Shirlene V. Vianzon – Chairperson
Mr. Edsel S. Martin, Rph – Vice-Chairperson
Dr. Gene Rose B. Burgos – BAC Member
Mr. Juan B. Sapasap, Jr. - BAC Member
Ms. Cherryl Ann L. Toyocan – BAC Member
Ms. Liza B. Demition –Provisional Member
Ms. Catherine F. Sofia-Provisional Member

BAC SECRETARIAT:

Ms. Ligaya E. Ubalde – Head, BAC Secretariat
Ms. Kristine Joy R. Manuel
Ms. Angelita B. Dayego – In-Charge
Ms. Aileen Pacheco
Ms. Maiko Janzel M. Dizon
Mr. Lester John Jake Divino
Ms. Aileen S. Cali
Ms. Kezia-Therese C. Medina

PROSPECTIVE BIDDER/S:

Ms. Leonora Mallari – Caloocan Gas Corporation
Ms. Raquel Guinto – MA Industrial Gas
Ms. Maria Lilibeth Buison – Oro Oxygen Gas

OBSERVER/TWG-END-USER:

Ms. Rufina Vadil – Observer, Budget Section	Mr. Paul Kenneth R. Calisang – End-user - CSR
Mr. Roderick R. Balagtas –Observer – Proc. Section	Mr. Billy T. Lucena – Observer - IMISS
Ms. Ruby S. Gurrea – Observer – Nursing Division	Ms. Almira G. Satumba – Observer - FMO
Mr. Charles John C. Tumulak – TWG – Medical Supplies	Mr. Raymund Joe B. Macuana–Observer-Accountant
Ms. Rose Francheska B. Nantes – TWG-Medical Supplies	Ms. Maria Almira B. Bernardo – TWG-Medical Supplies
Ms. Theresa Camille R. Gomez – TWG-Medical Supplies	Mr. Jeriel Robert Dating – Observer, Planning Unit
Ms. Ma. Lourdes G. Bautista – TWG-Medical Supplies	
Ms. Maria Almira B. Bernardo – TWG-Medical Supplies	

The conference started at 10:00am and was presided by **Ms. Shirlene V. Vianzon**, Chairperson of Bids & Awards Committee (BAC), held at the BAC Office, 2nd Floor, Admin Building, Valenzuela Medical Center, Padrigal St., Karuhatan, Valenzuela City. She acknowledged the presence of all representatives of each prospective bidder, the members of the BAC, BAC Secretariat, TWG as well as the invited observers. He reminded everyone that the Committee strictly adheres to Republic Act No. 9184 or the Government Procurement Act and the Standard Public Bidding Documents.

BUSINESS MATTERS:

During the Pre-Bid Conference, a detailed explanation of the documentary requirements to be submitted during the Bid Opening, the rules on how the bids should be presented and review of specifications of each item to be bid were done.

The following key points were emphasized:

- In accomplishing the Technical Specifications and Schedule of Requirements, state only the item that will be bid.
- Bid Security will be forfeited if withdrawn during the validity period.

"PHIC Accredited Healthcare Provider"

- Notice of Award will be sent by email to winning bidders. The following day will be counted as 1st day of receipt.
- CTC of documents by the bidder itself are acceptable provided that the bidder will submit the Omnibus Sworn Statement. (Note: State CTC based on original, photocopy, etc.)
- Any document or certification issued outside Philippines should be accompanied by the official red ribbon (authentication) by the Philippine Consular Office/Embassy where the subject document or certification is issued.
- Modification of Bid is strictly prohibited. The description stated in the bid offer will be followed and cannot be amended

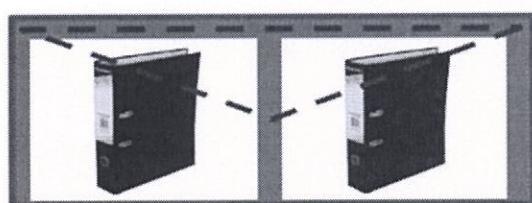
PRESENTATION OF BIDS:

- Bidders shall submit their bids through their duly authorized representatives using the forms specified in the Bidding Documents in two (2) separate sealed envelopes, which shall be submitted simultaneously.
- Bidders shall enclose the "Original" and "Copy 1" of their Eligibility and Technical Documents in a separate envelope marked ELIGIBILITY and TECHNICAL COMPONENTS. The "Original" and "Copy 1" of their Financial Documents (Bid Form, Bid Offer & others) shall be enclosed in a separate envelope marked FINANCIAL COMPONENTS.
- These 2 envelopes shall be enclosed in any sealed box (preferably Data File Box) with a cover.
- No color preference for the Folders and Boxes.
- **All documents to be submitted as part of the Bid should be arranged in chronological order based in the Checklist provided by the BAC. Further, all bid proposals should be ring bound and tabulated in words. Failure to follow instructions will mean disqualification.**

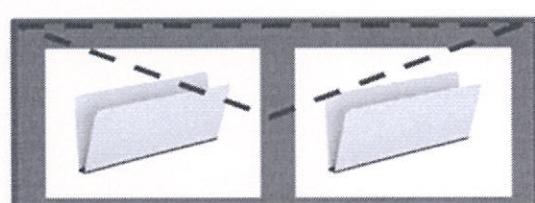
PRESENTATION OF BIDS



**Mother
Envelope**



ELIGIBILITY & TECHNICAL COMPONENTS
(Eligibility and Technical Documents)
Original with Copy 1



FINANCIAL COMPONENTS
(Bid Form, Bid Offer, Others-CPR/CGMP)
Original with Copy 1

Contents of Mother Envelope

- Documents Comprising the Bid: Eligibility and Technical Components – 1st Envelope

- (A) **Eligibility Documents**
Class "A" Documents:

- (i)
- a. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;
 - 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;
 - Total Amount of Outstanding or Uncompleted portion of the contracts should be indicated in the Form
 - c. Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the last three (3) years as provided in the Bidding Documents;
 - Amount of the completed contract should be twenty-five (25%) of the ABC to be bid
 - d. Original copy of Bid Security. If in the form of a surety Bond, submit also a certification issued by the Insurance Commission or an Original copy of the Notarized Bid Securing Declaration
 - e. Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; and
 - f. Original duly signed Omnibus Sworn Statement (OSS);
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 its 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.

➤ FINANCIAL COMPONENT ENVELOPE – 2nd Envelope

The second envelope shall contain the financial information/documents as specified in the PBDs

- i. Original of duly signed and accomplished Financial Bid Form;
- j. Original of duly signed and accomplished Price Schedule(s).
- k. Certificate of Product Registration (CPR) or Certificate of Exemption.
(CPR Manufacturer shall be visible)

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

- (l) [For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

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

ADDITIONAL REQUIRED DOCUMENTS (to be submitted during Post-Qualification)

1. Bidding Documents duly signed/initialed by the authorized representative of the prospective bidder (each page). Attach Official Receipt as proof of payment of bidding documents
2. Bid Bulletin/s
3. Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for a sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document.
4. Mayors or Business permits 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.
5. Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
6. The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR with 2023 ITR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission
7. Certificate of **Good Performance** from at least one (1) Government or Private Hospital/Agency except from Valenzuela Medical Center (CY 2023 to present)
8. Special Power of Attorney – If a single proprietorship
9. For SLCC - Proof of evidence for Single Largest Completed Contract (SLCC) – Purchase Order or Notice of Award or Contract Agreement
10. Certificate from the manufacturer to distribute their products or Exclusive Distributorship or any equivalent document
11. Certificate of Stocks Availability from Suppliers (Notarized).
12. License to Operate (LTO) updated.

Item No.	UOM	ITEM DESCRIPTION	QTY.	UNIT COST	TOTAL COST
1	tank	Medical Oxygen Gas, Standard size, 50lbs, 47ltrs, 1800psi	13596	185.00	2,515,260.00
2	tank	Carbon Dioxide Medical Grade, Standard size, 1000psi	12	1,786.33	21,435.96
		DELIVERY SCHEDULE: DAILY			
		LOT BID			
		<u>TERMS AND CONDITIONS</u>			
		1. TERMS OF SUPPLY			
		During the effectivity of this agreement, the CUSTOMER shall purchase from the SUPPLIER its requirements of Supply and Delivery of Medical Oxygen Gas and Carbon Dioxide Medical Grade for Cy 2025 in accordance with the public bidding No. 2025-005 .			
		Medical Oxygen Gas, Standard size, 50lbs, 47ltrs, 1800psi			
		Carbon Dioxide Medical Grade, Standard size, 1000psi			
		2. PRODUCT AND PRICES:			
		3. TERMS OF PAYMENT:			
		3.1 Billing Statement shall be sent to the CUSTOMER after every delivery and payment shall be made to the			

		SUPPLIER every end of the month after completion/submission of the necessary legal documents.			
		3.2 SUPPLIER shall be notified immediately of any error or change in invoices/delivery receipts.			
		3.3 All price changes are net of VAT and other indirect taxes.			
		4. ORDERING AND DELIVERY:			
		4.1 Delivery Schedule shall be made everyday (Monday-Sunday, including holidays) depending upon the needs of the hospital. The CUSTOMER reserves the right to modify the delivery schedule during contract implementation in cases where immediate delivery is required. The CUSTOMER shall notify the SUPPLIER through a call or in writing and shall be deemed received thru a transmitted facsimile of its emergency delivery requirements and shall comply within the day (office hours). Failure to comply with the delivery schedule requirements shall be a ground to terminate the contract.			
		4.2 CUSTOMER shall inform the SUPPLIER in advance of any changes in its delivery requirements.			
		4.3 Delivery place will be at the CUSTOMER'S designated address.			
		5. USE OF SUPPLIER-OWNED STEEL CYLINDERS:			
		5.1 CYLINDER DEPOSIT (waived) –			
		5.2 CYLINDER ALLOCATION: Number of cylinders per approved purchase order.			
		5.3 SUPPLIER cylinders are "ON LOAN" only and CUSTOMER agrees to return the cylinders without the necessity of demand as soon as emptied, with at least 500 empty cylinders on loan during 1 st schedule of delivery. Pick-up of the empty cylinder on the next delivery schedule depends on the available empty cylinder of VMC.			
		5.4 The CUSTOMER shall inform the SUPPLIER when the latter's gas cylinder is empty even before the 30-day normal consumption period.			

		5.5 All the cylinder(s) returned by the CUSTOMER shall be evidenced only by official incoming receipt(s) and authorization to pick-up issued by the SUPPLIER's duly authorized representative who shall be acknowledged by the CUSTOMER's duly authorized representative.		
		5.6 The CUSTOMER agrees to guard, care and keep the SUPPLIER's cylinders in its custody in good condition. It shall not refill or allow the same to be refilled by other gas manufacturers or any party other than the SUPPLIER with other gas or any substance whatsoever. The CUSTOMER also expressly agrees not to lend SUPPLIER'S cylinders to third parties or swap the same with non-SUPPLIER'S cylinders. The SUPPLIER has the exclusive right to refill SUPPLIER-owned cylinders.		
		5.7 CYLINDER INSPECTION:		
		The CUSTOMER agrees, upon prior notice by telephone or in writing to allow the SUPPLIER's duly authorized representative to conduct ocular inspection and accounting of the SUPPLIER's cylinders in any or all of CUSTOMER's premises where the SUPPLIER's cylinders are kept or are in use. The result of such inspection shall be furnished to and acknowledged by the CUSTOMER's authorized representative, and shall thereafter be binding upon the parties. Cylinder inspection reports shall be acknowledged and countersigned by the CUSTOMER.		
		5.8 The CUSTOMER agrees not to transport SUPPLIER-owned cylinders to any place other than the original delivery point or the same previously designated place or storage. The CUSTOMER may, however, transport the same to some other locations upon a written request to and approval of the SUPPLIER.		
		6. NOTICES:		
		6.1 Any notices required or permitted to be given in connection with this agreement shall be in writing in English or Filipino Language and shall be deemed received in any of the ff:		

		i. Delivered personally, upon receipt			
		ii. Sent by prepaid registered mail, within seven (7) days from posting			
		iii. Transmitted facsimile, upon transmission			
		6.2 CUSTOMER shall inform SUPPLIER in writing in the event of change of its address or telephone numbers.			
		<u>7. FORCE MAJEURE CLAUSE:</u>			
		Neither Party shall be liable to other for failure to supply or accept delivery of goods if such failure is due to Acts of God, fortuitous events, force majeure, like war, fire, explosion, storm, tempest, flood, civil disturbance, government intervention, failure of public supply service, stoppage of work (strike) and breakdown of delivery equipment.			
		<u>8. OTHER PROVISIONS:</u>			
		8.1 Both parties herein agree that all and any liability arising from this agreement shall be continuously binding upon the same notwithstanding the fact that the herein duly authorized signatory and representative may have subsequently resigned/retired or that his/her official relationship with the CUSTOMER may have ended by any reason whatsoever.			
		8.2 The parties herein agree that all the terms and conditions embodied in all SUPPLIER'S sales invoices, delivery receipts, incoming receipts and authorization to pick-up SUPPLIER'S cylinders shall form an integral part of this agreement.			
		<u>9. GOVERNING LAW AND JURISDICTION:</u>			
		This agreement is governed by the laws of the Republic of the Philippines and the parties submit to the jurisdiction of the Philippine Courts. If any dispute arises between the parties relating to or enforcing any of the terms and conditions of its agreement that cannot be settled by mutual agreement, then the such dispute will be brought under the			

		jurisdiction of the proper courts of Valenzuela City.			
		10. TERMINATION CLAUSE:			
		This contract shall be valid from receipt of Notice to Proceed until fully delivered as per quantity indicated in the Approved Purchase Order or unless either Party serves written notice to the other party at least thirty (30) days prior to the expiry date of intent to terminate this contract.			
		GRAND TOTAL ...			2,536,695.96

Additional Requirements:

- Content higher than the requirement is acceptable – advantageous to the government

Other Concerns:

- All quantities should be served and no loose items will be canceled even if the packaging does not conform to the required quantity. All requests for cancellation will be reflected in the Performance Evaluation of the Supplier.
- All packaging is acceptable provided that they met the total quantity requirement (per pc/per box). **PLEASE SPECIFY YOUR PACKAGING in the PRICE SCHEDULE.**
- Content higher than the requirement is acceptable but subject to evaluation – advantageous to the government.
- Column 1 – Should be in accordance with VMC's item number. **Items to be bid only.**
- Column 2 - Indicate the **item description of your offer** with BRAND. If no BRAND indicates **GENERIC OR NO BRAND**.
- Column 3 – Country of Origin
- **BRAND/COUNTRY OF ORIGIN** should be specified, without BRAND will be outright disqualification of the said line item.
- The Price Schedule should be filled completely or put zero if not applicable.
- The final unit price should be stated.
- In the Price Schedule, "*For Goods Offered from Abroad Form*" will be used **if the origin of the item** is from abroad, if manufactured in the Philippines, "*For Goods Offered from Within the Philippines Form*" shall be used. (Please use the attached Form/Template)
- Bid Bulletin will be posted if any.
- All documents to be submitted as part of the Bid should be arranged in chronological order based in the Checklist provided by the BAC. Further, all bid proposals should be ring bound and tabulated in words. Failure to follow instructions will mean disqualification.

BID Opening will be on November 19, 2024 at 10:00 AM

The pre-bidding conference was adjourned at 12:30 pm.

Prepared by:


ANGELITA B. DAYEGO
BAC Secretariat

Noted by:


SHIRLENE V. VIANZON
Chairperson, BAC

FORMS

APPENDIX "1"

Bid Form for the Procurement of Goods *[shall be submitted with the Bid]*

BID FORM

Date :

Project Identification No. : _____

To: *[name and address of Procuring Entity]*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform] [description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

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

[Insert this paragraph if Foreign-Assisted Project with the Development Partner: Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below: Name and address Amount and Purpose of agentCurrencyCommission or gratuity]

(if none, state "None") /

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

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

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

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

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

Name:

Legal capacity:

Signature:

Duly authorized to sign the Bid for and behalf of:

Date: _____

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

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

BID SECURING DECLARATION Project Identification No.: *[Insert number]*

To: *[Insert name and address of the Procuring Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of *[month]* *[year]* at *[place of execution]*.

*[Insert NAME OF BIDDER OR ITS
AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant*

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

1. *[Select one, delete the other:]*

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

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

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

Price Schedule for Goods Offered from Abroad
[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. _____ Page ___ of ___

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)
	Brand							

Name:

Legal Capacity:

Signature:

Duly authorized to sign the Bid for and behalf of:

Price Schedule for Goods Offered from Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ___ of ___

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
	Brand								

Name:

Legal Capacity:

Signature:

Duly authorized to sign the Bid for and behalf of:

**NFCC COMPUTATION FOR ELIGIBILITY
CHECK**

- A. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

		Year 20_____
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth(1-3)	
6.	Net Working Capital(2-4)	

- B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC= [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements (AFS) submitted to the BIR.

The Bidder shall attach the AFS to the NFCC Computation for Eligibility Check Form.

NFCC=P_____

Submitted by:

Name of Supplier/Distributor/Manufacturer

Signature of Authorized Representative

Date:_____

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE BID

This is to certify that _____ (company) _____ has the following completed contracts within Three (3) years from the date of submission and receipt of bids.

Date of the Contract	Contracting Party	Name of Contract	Kind of Goods Sold	Amount of Contract	Date of Delivery/ End-user's Acceptance	Date of Official Receipt	Bidder is A) Manufacturer B) Supplier C) Distributor

Name and Signature of
Authorized Representative

Date

***Instructions:**

- a) Cut-off date as of:
 - (i) Up to the day before the deadline of submission of bids.
 - b) In the column under "Dates", indicate the dates of Delivery/ End-user's Acceptance and Official Receipt.
 - c) "Name of Contract". Indicate here the Nature/ Scope of the Contract for the Procuring Entity to determine the relevance of the entry with the Procurement at hand. Example:
"Supply and Delivery of _____ for Valenzuela Medical Center"

STATEMENT OF: (I) ONGOING CONTRACTS AND; (II) AWARDED BUT NOT YET STARTED CONTRACTS

This is to certify that _____ has the following ongoing and awarded but not yet started contracts:

Date of the Contract	Contracting Party	Name of Contract	Kind of Goods Sold	Amount of Contract	Value of Outstanding Contracts	Bidder is A) Manufacturer B) Supplier C) Distributor

Name and Signature of
Authorized Representative

Date

***Instructions:**

- a) State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of:
 - i. The day before the deadline of submission of bids.
 - b) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
 - c) The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.
 - d) "Name of Contract". Indicate here the Nature/ Scope of the Contract for easier tracking of the entries/ representations. Example: "Supply and Delivery of _____ for Valenzuela Medical Center"