



Republic of the Philippines  
Department of Health  
Metro Manila Center for Health Development  
**VALENZUELA MEDICAL CENTER**



**MINUTES OF THE PRE-BID CONFERENCE**

30 October 2025 @1:00 pm

Public Bidding VMC No. 2026-002

**Supply and Delivery of Medical Oxygen Gas, Carbon Dioxide Medical Grade  
and Compress Air for CY 2026**

Present during the meeting were as follows:

**BIDS & AWARDS COMMITTEE:**

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

**BAC SECRETARIAT:**

Ms. Kristine Joy R. Manuel – OIC, BAC Secretariat  
Ms. Angelita B. Dayego – In-Charge  
Ms. Aileen Pacheco  
Ms. Christallyne S. Castro  
Ms. Kezia-Therese C. Medina  
Ms. Diana C. Pulido  
Ms. Aileen S. Cali  
Mr. Lester John Jake R. Divino

**PROSPECTIVE BIDDER/S:**

Ms. Raquel A. Guinto – MA Industrial Gas Corp.

**OBSERVER/TWG/END-USER:**

Ms. Rufina Vadil – Observer, Budget Section  
Ms. Rose Francheska B. Nantes – TWG-Medical Supplies  
Ms. Theresa Camille R. Gomez – TWG-Medical Supplies  
Mr. John Vincent B. Santos – TWG-Medical Supplies  
Ms. Ruby S. Gurrea – Observer – CNO

Ms. Almira G. Satumba – Observer - FMO  
Mr. Raymund Joe B. Macuana–Observer-Accountant  
Mr. Roderick R. Balagtas – Procurement Section  
Mr. Paul Kenneth R. Calisang – EndUser-CSSU  
Ms. Mara Almira B. Bernardo – TWG-Medical Supplies

The conference started at 1:00 pm and was presided by **Ms. Shirlene V. Vianzon**, Chairperson of Bids & Awards Committee (BAC), held at the BAC Office, 2<sup>nd</sup> 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. She reminded everyone that the Committee strictly adheres to Republic Act No. 12009 and its Implementing Rules and Regulations or the New Government Procurement Act.

**BUSINESS MATTERS:**

- In accomplishing the Technical Specifications and Schedule of Requirements, state only the item that will be bid. **Kindly include your OFFER (Technical Specs) in the "Statement of Compliance" column and state "Comply" or "Not Comply".**
- Bid Security will be forfeited if withdrawn during the validity period.
- 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.
- Notice of Award will be emailed to winning bidders. The following day will be counted as 1<sup>st</sup> day of receipt.
- Modification of Bid is strictly prohibited. The description stated in the bid offer will be followed and cannot be amended

**"PHIC Accredited Healthcare Provider"**

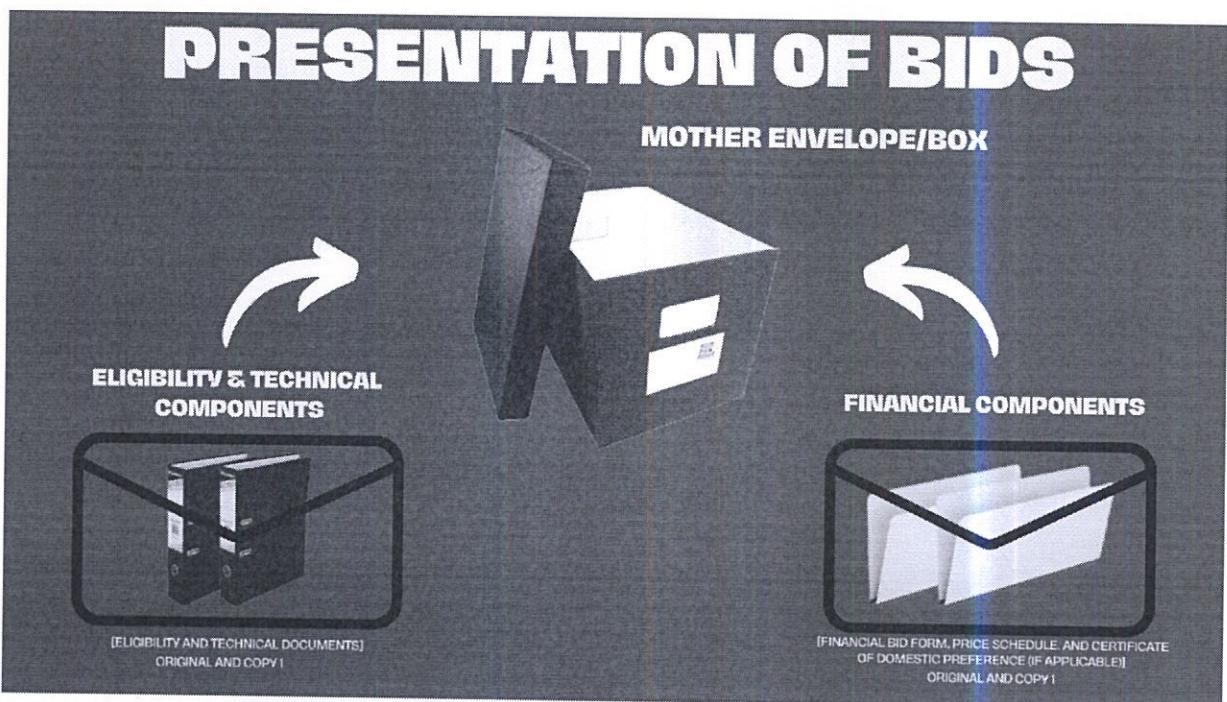
**"Valenzuela Medical Center...Where your health matters most"**



Address: Padrigal St., Karuhatan, Valenzuela City, 1441  
Telephone Nos: 8294-6711 to 17  
Director's Office Direct Line: 8291-4259  
Email Address: valgen\_hosp@yahoo.com  
Website: <https://vmc.doh.gov.ph>

## **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.**



➤ **Documents Comprising the Bid: Technical and Financial Components**

**(I) TECHNICAL COMPONENT ENVELOPE including Eligibility Documents – 1<sup>st</sup> Envelope**

- a. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 20 of the IRR;
- b. Statement of Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Section 52.4.1.3. of the New IRR of RA No. 12009, within the relevant period as provided in the Bidding Documents; **and**
  - Amount of the completed contract should be fifty percent (50%) of the total ABC of the Project.
- c. Computation of Net Financial Contracting Capacity (NFCC); **or** A committed Line of Credit in the case of goods or services; **and**
- d. Statement of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- e. 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.

- f. Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; **or** original copy of Notarized Bid Securing Declaration with validity period with ITB Clause 15; **and**
- g. Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- h. Original copy of Omnibus Sworn Statement (OSS); **and** accompanied by Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Notarized Special Power of Attorney in the case of Single Proprietorship;
- 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. (If applicable)

**(II) Financial Component Envelope – 2<sup>nd</sup> Envelope**

- j. Original of duly signed and accomplished Financial Bid Form;
- k. Original of duly signed and accomplished Price Schedule(s) in accordance of ITB Clause 13.1.
- l. Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity. (If applicable)

**ADDITIONAL REQUIRED DOCUMENTS (to be submitted during Post – Qualification Evaluation)**

1. CTC copy of Official Receipt as proof of payment of bidding documents.
2. Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document.
3. Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas.
4. Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
5. The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR with 2024 ITR or its duly accredited and authorized institutions, for online submission, an email confirmation from BIR for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission
6. Certificate of **Good Performance** from at least one (1) Government or Private Hospital/Agency except from Valenzuela Medical Center (**with at least Satisfactory Rating**) - CY 2024 to present
7. For SLCC - Proof of evidence for Single Largest Completed Contract (SLCC) – Purchase Order or Notice of Award or Contract Agreement
8. Certificate from the manufacturer to distribute their products or Exclusive Distributorship or any equivalent document
9. License to Operate (LTO) from FDA
10. Certificate of Stocks Availability from Bidders (Notarized)
11. Certificate of Product Registration (CPR) from FDA or Certificate of Exemption. (CPR Manufacturer shall be visible)

**Project Title: Supply and Delivery of Medical Oxygen Gas, Carbon Dioxide Medical Grade and Compress Air for CY 2026**

Item No.	UOM	ITEM DESCRIPTION	QTY.	UNIT COST	TOTAL COST
1	tank	Medical Oxygen Gas, Standard size, 50lbs, 47ltrs, 1800psi	28056	275.00	7,715,400.00
2	tank	Carbon Dioxide Medical Grade, Standard size, 1000psi	12	1,950.00	23,400.00
3	tank	Compress Air, Standard size 50lbs, 1800psi	420	320.00	134,400.00
		<b>TOTAL...</b>			<b>P 7,873,200.00</b>

Item No.	Unit	Description	QTY	Unit Price	Total	Delivered, Weeks/Months
1	tank	Medical Oxygen Gas, Standard size, 50lbs, 47ltrs, 1800psi	280 56	275.00	7,715,400.00	DELIVERY SCHEDULE : DAILY
2	tank	Carbon Dioxide Medical Grade, Standard size, 1000psi	12	1,950.00	23,400.00	
3	tank	Compress Air, Standard size 50lbs, 1800psi	420	320.00	134,400.00	
		<b><u>TERMS AND CONDITIONS</u></b>				
		<b><u>1. TERMS OF SUPPLY</u></b>				
		During the effectivity of this agreement, the CUSTOMER shall purchase from the SUPPLIER its requirements of <b>Supply and Delivery of Medical Oxygen Gas, Carbon Dioxide Medical Grade and Compress Air for Cy 2026</b> in accordance with the Public Bidding No. 2026-002.				
		Medical Oxygen Gas, Standard size, 50lbs, 47ltrs, 1800psi				
		Carbon Dioxide Medical Grade, Standard size, 1000psi				
		Compress Air, Standard size 50lbs, 1800psi				
		<b><u>2. PRODUCT AND PRICES:</u></b>				
		<b><u>3. TERMS OF PAYMENT:</u></b>				
		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.				
		<b><u>4. ORDERING AND DELIVERY:</u></b>				

	<p>4.1 Delivery Schedule shall be made <b>everyday (Monday-Sunday, including holidays)</b> 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.</p>			
	<p>4.2 CUSTOMER shall inform the SUPPLIER in advance of any changes in its delivery requirements.</p>			
	<p>4.3 Delivery place will be at the CUSTOMER'S designated address.</p>			
	<p><b>5. USE OF SUPPLIER-OWNED STEEL CYLINDERS:</b></p>			
	<p>5.1 <b><u>CYLINDER DEPOSIT (waived)</u></b> -</p>			
	<p>5.2 <b><u>CYLINDER ALLOCATION:</u></b> Number of cylinders per approved purchase order.</p>			
	<p>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<sup>st</sup> schedule of delivery. Pick-up of the empty cylinder on the next delivery schedule depends on the available empty cylinder of VMC.</p>			
	<p>5.4 The CUSTOMER shall inform the SUPPLIER when the latter's gas cylinder is empty even before the 30-day normal consumption period.</p>			
	<p>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.</p>			
	<p>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</p>			

	<p>swap the same with non-SUPPLIER'S cylinders. The SUPPLIER has the exclusive right to refill SUPPLIER-owned cylinders.</p>			
	<p><b>5.7 CYLINDER INSPECTION:</b></p> <p>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.</p>			
	<p>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.</p>			
	<p><b>6. NOTICES:</b></p> <p>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:</p> <ul style="list-style-type: none"> <li>i. Delivered personally, upon receipt</li> <li>ii. Sent by prepaid registered mail, within seven (7) days from posting</li> <li>iii. Transmitted facsimile, upon transmission</li> </ul> <p>6.2 CUSTOMER shall inform SUPPLIER in writing in the event of change of its address or telephone numbers.</p>			
	<p><b>7. FORCE MAJEURE CLAUSE:</b></p> <p>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.</p>			
	<p><b>8. OTHER PROVISIONS:</b></p>			

	<p>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.</p> <p>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.</p>			
	<p><b><u>9. GOVERNING LAW AND JURISDICTION:</u></b></p> <p>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.</p>			
	<p><b><u>10. TERMINATION CLAUSE:</u></b></p> <p>This contract shall be valid from <b>receipt of Notice to Proceed</b> 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.</p>			
	<p><b>GRAND TOTAL...</b></p>			<b>P 7,873,200.00</b>

**Additional Requirements:**

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

**Other Concerns:**

- Content higher than the requirement is acceptable if advantageous to the government
- **\*PRICE SCHEDULE\***
- Column 1 – Should be in accordance with VMC's item number.
- Column 2 - Indicate the **item description of your offer** with BRAND. If no BRAND, indicates **GENERIC OR NO BRAND**. Please include your packaging for each item to be bid.
- Column 3 – Country of Origin
- The Price Schedule should be filled completely or put zero (0) or dash (-) 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.
- Initial Product Registration from FDA is not allowed.
- Bidders are advised to use two (2) decimal places in setting up their bid prices.
- For on-going contracts, please indicate total amount of all outstanding contracts.

**BID Opening will be on November 11, 2025 at 10:00 AM**

The pre-bidding conference was adjourned at 3:00 pm.

Prepared by:

  
**Angelita B. Dayego**  
BAC Secretariat

Noted by:

  
**SHIRLENE V. VIANZON**  
Chairperson, BAC

## FORMS

### Bid Form for Procurement of Goods

**[Note: The duly accomplished form shall be submitted with the Bid]**

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#### BID FORM Project Identification No.: *[Insert number]*

To: *[Name of Procuring Entity]*

Having examined the Philippine Bidding Documents (PBD) including the Supplemental Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, declare that:

- a) I/We have no reservation to the PBD, including the Supplemental Bid Bulletins, for the Procurement Project **[Project Title]**;
- b) Select one, delete the other
  - I/We undertake to deliver the Goods in accordance with the delivery schedule in the Schedule of Requirements;
  - I/We offer to execute the Works for this Contract in accordance with the PBD;
- c) The total price of our Bid in words and figures, excluding any discount offered below, is **[insert information]**;
- d) The discounts offered and the methodology for their application are: **[insert information]**;
- e) 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 **[Select one, delete the other: the Price Schedules/ Detailed Estimates]**;
- f) This Bid shall remain valid within a period stated in the PBD, and it shall be binding upon me/us at any time before the expiration of that period;
- g) If our bid is accepted, I/We commit to provide a performance security in the form, amounts, and within the times prescribed in the PBD.

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 the Bidder.

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

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

The undersigned is authorized to submit the bid on behalf of **[Name of the Bidder]** as evidenced by the attached **[State the Written Authority]**.

I/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.

Duly authorized to sign the Bid for and behalf of:

**[Insert Bidder's Name]**

**[Signature over Printed Name]  
[Position/Designation]  
[Date]**

## Price Schedule for Goods

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Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_. Page \_\_\_ of \_\_\_\_\_.  

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### Pricing Details for Goods Offered from Within the Philippines

1	2	3	4	5	6	7	8	9	10
Item	Description	Source of Domestic Product, as certified by the Relevant Agency	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)

### Summary of Bid Prices

*The Procuring Entity may modify the table below as necessary to comply with the requirements of the Procurement Project.*

1	2	3	4
Item No.	Item	Particulars / Description	Total Amount

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

## Price Schedule for Goods

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Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_. Page \_\_\_ of \_\_\_

### **Pricing Details for Goods Offered from Abroad**

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)

### **Summary of Bid Prices**

*The Procuring Entity may modify the table below as necessary to comply with the requirements of a specific Project.*

1	2	3	4
Item No.	Item	Particulars / Description	Total Amount

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

## Omnibus Sworn Statement Form

**[Note: The duly accomplished form shall be submitted with the Bid]**

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REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### OMNIBUS SWORN STATEMENT

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

**1) Select one, delete the others:**

- *If sole proprietorship:* I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [Address of Bidder];
- *If 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];
- *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* I am the individual consultant or authorized representative of [Name of Bidder] with office address at [Address of Bidder];

**2) Select one, delete the others:**

- *If 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 [Project Title] of the [Name of the Procuring Entity][insert "as supported by the attached duly notarized Special Power of Attorney" for authorized representative];
- *If 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 [Project Title] of the [Name of the Procuring Entity], as supported by the attached duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable;
- *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* As the individual consultant 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 [Project Title] of the [Name of the Procuring Entity], as supported by the attached duly notarized Special Power of Attorney for authorized representative;

- 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;

- 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 others:*
  - *If sole proprietorship* : The *[Name of Bidder]* and its spouse are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
  - *If partnership* : The partnership itself and the partners of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
  - *If cooperative*: The cooperative itself and members of the board of directors, general manager, or chief executive officer of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
  - *If corporation, or joint venture*: The corporation or joint venture itself, and officers, directors, and controlling stockholders of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
  - *If individual consultant not registered under a sole proprietorship, in case of Consulting Services*: The individual consultant and its spouse are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
- 7) It is understood that failure to faithfully disclose its relationship with the Head of the Procuring Entity, members of the BAC, the TWG, and the BAC Secretariat, the head of the PMO or the end-user unit or implementing unit, and the project consultants of the Procuring Entity, or of the procurement agent by consanguinity or affinity up to the third civil degree, as well as its submission of beneficial ownership information containing false entries shall be subject to blacklisting under Section 100 of the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009, without prejudice to criminal and civil liabilities under applicable laws, including their accessory penalties, if any.

Select one, delete the rest:

- *In case of corporations:* [Name of Bidder] declares its beneficial ownership information consistent with its updated General Information Sheet or Beneficial Ownership Declaration Form or any other document duly submitted to the SEC and has maintained a valid and updated file therein in compliance with Sections 20.2.9.1, 81, and 82 of the IRR of RA No. 12009.
  - *In case of Foreign Bidders:* [Name of Bidder] submitted an appropriate equivalent document in English issued by the country of the bidder concerned in accordance with Section 20.2.9.2 of the IRR of RA No. 12009.
- 8) [Name of Bidder] complies with existing labor laws and standards; and
- 9) [Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:
- a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure Supplemental Bid Bulletin(s) issued for the [Project Title].
- 10) [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.
- 11) In case advance payment was made or given to [Name of Bidder], failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability under existing laws.

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

Duly authorized to sign the Bid for and behalf of:

[Insert Bidder's Name]

[Affiant's Signature over Printed Name]  
[Position/Designation]  
[Date]

#### JURAT

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_.

WITNESS MY HAND AND SEAL this \_\_\_\_\_ day of [month] [year].

NAME OF NOTARY PUBLIC  
Notarial Commission No. \_\_\_\_\_  
Notary Public for \_\_\_\_\_ until \_\_\_\_\_  
Roll of Attorneys No. \_\_\_\_\_  
PTR No. \_\_, [date issued], [place issued]  
IBP No. \_\_, [date issued], [place issued]

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_.

## Bid Securing Declaration Form

*[The duly accomplished form shall be submitted with the Bid if bidder opts to provide this type of bid security]*

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REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### BID SECURING DECLARATION

Project Identification No.: [Number]

To: *[Insert name 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;

***[Insert paragraph for Unsolicited Offer with Bid Matching]***

I/We understand that upon conferment of the original offeror status under Section 30.6 of the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009, the offeror shall submit a Bid Securing Declaration within ten (10) days from the receipt of the certificate of conferment;

- 2) **Select one, delete the other:**

- I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any Procuring Entity upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under 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 52.2 (a), 63.2, 69.1 and 100, except 100.3 (c), of the IRR of Republic Act No. 12009; without prejudice to other legal action the government may undertake; and

*(For Unsolicited Offer with Bid Matching)*

- I/We accept that: I/we will be automatically disqualified from any procurement opportunity of the Procuring Entity for a period of one (1) year on the first offense, two (2) years on the second offense, and perpetually on the third offense 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:

Upon expiration of the bid validity period, or any extension thereof pursuant to your request;

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;

***[Insert this paragraph for Unsolicited Offer with Bid Matching]***

Upon contract award and the LCCRB is not the original offeror; or

I am/we are declared the bidder with the ***[Insert Award Criterion]*** 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].

Duly authorized to sign the Bid for and behalf of:

**[Insert Bidder's Name]**

**[Signature over Printed Name]**

**[Position/Designation]**

**[Date]**

### **JURAT**

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_.

**WITNESS MY HAND AND SEAL** this \_\_\_\_\_ day of [month] [year].

### **NAME OF NOTARY PUBLIC**

Notarial Commission No. \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_, [date issued], [place issued]

IBP No. \_\_\_, [date issued], [place issued]

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series 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: (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"