



Republic of the Philippines
Office of the President
Philippine Sports Commission

NEGOTIATED PROCUREMENT UNDER TWO FAILED BIDDINGS

**SUPPLY AND DELIVERY OF
MEDICINE AND MEDICAL
SUPPLIES FOR MEDICAL AND
SCIENTIFIC ATHLETES
SERVICES (MSAS)**

GOVERNMENT OF THE PHILIPPINES



Republic of the Philippines
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**INVITATION FOR
NEGOTIATED PROCUREMENT UNDER TWO-FAILED BIDDINGS**

**Supply and Delivery of Medicine and Medical Supply for Medical and Scientific
Athletes Services (MSAS)**

1. The Government Procurement Policy Board – Technical Support Office (GPPB-TSO) intends to procure **Supply and Delivery of Medicine and Medical Supply for Medical and Scientific Athletes Services (MSAS)** with identification number **PSC BAC-026-2025**. The Approved Budget for the **Contract (ABC) of Three Million Nine Hundred Fifty One Thousand Seven Hundred Forty One Pesos (Php 3,951,741.00)**.
2. The Philippine Sports Commission - Bids Award Committee (PSC BAC) now invites technically, legally, and financially capable suppliers for the said project.
3. The Procurement procedure for this requirement is Negotiated Procurement for Two-Failed Bidding pursuant to Section 53.1 of 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

The selection of the successful offer shall be based on the best and final offer that will be submitted on the set deadline to the BAC and which would meet the minimum technical specifications required.

4. The interested bidders may obtain further information from the BAC Secretariat at the address given below from **07 October 2025 to 14 October 2025**, Monday to Friday, 8:00 AM to 5:00 PM.
5. The PSC-BAC will hold the Negotiation Meeting on **13 October 2025** at 10:00 AM at Conference Room, Ground Floor, Administration Building, Rizal Memorial Sports Complex, P. Ocampo Sr. St., Malate, Manila.
6. Two (2) copies of the proposals (one original and one copy) must be submitted to the BAC which must be duly received by the BAC Secretariat through manual submission at Ground Floor, Administration Building, Rizal Memorial Sports Complex, P. Ocampo Sr. St., Malate, Manila on or before 10:00 AM, **15 October 2025**. Late submission shall not be accepted.
7. Interested bidders shall submit the following documents in sealed envelopes, labeled as “Negotiated Procurement for Two-Failed Biddings”, with the title of the procurement project, name of the bidder, address, the contact details of the bidder, addressed to the BAC.

TECHNICAL COMPONENT ENVELOPE

A. Legal Documents

- a) Valid PhilGEPS Registration Certificate (Platinum Membership), including the Annex/es or Class “A” eligibility documents; (Annex “A”)

B. Technical Documents

- a) Statement of the bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not in nature and complexity to the contract to be bid; (Annex “B”)
- b) Statement of Bidder’s Single Largest Completed Contract (SLCC) (Annex “C”) similar to the contract to be bid. For this purpose, the definition of similar contracts shall refer to **Supply and Delivery of Medicines and Medical Supplies** which shall be completed within the last 6 years prior to the date of submission of the best and final offer.
- c) Bid Security (Annex “D”) in any of the following form as prescribed under the 2016 revised IRR of RA 9184:
 - i. In case of cash, Manager’s Check, Bank Guarantee (not less than 2% of the ABC or PhP 79,034.82); or
 - ii. In case if Surety Bond, submit also a certification issued by the Insurance Commission (not less than 5% of the ABC or PhP 197,587.05); or
 - iii. Original Copy Notarized Bid Securing Declaration Bid Securing Declaration.
- d) Conformity with the Schedule of Requirements (Annex “E”);
- e) Conformity with the Technical Specifications (Annex “F”);
- f) Notarized Omnibus Sworn Statement (OSS) (Annex “G”) supported with Notarized Secretary’s Certificate in case of a corporation or cooperative; in case of partnership or single proprietorship, the bidder shall submit Special Power of Attorney executed by the partners or single proprietorship; whichever is applicable.

In case of Joint Venture, Special Power of Attorney shall be submitted by 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.
- g) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence or duly notarized statement 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.

- h) Valid Certificate of Product Registration (CFR) issued by the Food and Drug Administration (FDA).
- i) Batch Notification, Lot Release Certification from FDA or its equivalent, as required by FDA for specific drugs and medicines; and
- j) Valid License to Operate (LTO) issued by the FDA for Suppliers, Distributors, and Traders.
- k) If the supplier is not the manufacturer, certification from the manufacturer that the supplier is an authorized distributor/dealer of the products/items.

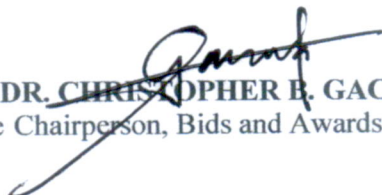
C. Financial Documents

- j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC). (Annex "I")

FINANCIAL COMPONENT ENVELOPE

- l) Bid Form (Annex "J")
 - m) Price Schedule (Annex "K")
8. The Bid Data Sheet, General Conditions of the Contract and Special Conditions of the Contract shall form part of the contract. Other conditions of the contract shall be governed by the implementation of the rules and regulations of RA 9184 and other related and applicable laws.
9. The Head of the Procuring Entity reserves the right to reject and all Bids, declare failure of bidding, or not award the contract in accordance with Section 41 of the 2016 revised Implementing Rules and Regulations.

Issued this 7th day of October 2025.


DR. CHRISTOPHER B. GACUTAN
Vice Chairperson, Bids and Awards Committee

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. Supply and Delivery of Medicines and Medical Supplies; b. Completed within six (6) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP Manila or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount of not less than ₱ 79,034.82 [<i>two percent (2%) of ABC</i>], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than ₱ 197,587.05 [<i>five percent (5%) of ABC</i>], if bid security is in Surety Bond
19.3	No further instructions.
20.2	No further instructions.
21.2	<p>The bidder shall submit one original and one duplicate copy of the first and second components of its Bid, both of which should be placed in one mother envelope.</p> <p>Original Documents to be Presented During Post-Qualification:</p> <ol style="list-style-type: none"> 1. Registration certificate from Securities and Exchange Commission (SEC) [Certificate of Incorporation, Articles of Incorporation and ByLaws], Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent Document. 2. Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located. 3. Tax clearance per E.O. No. 398,s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR). 4. The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission. 5. Valid Certificate of Product Registration (CPR) issued by the Food and Drug

	<p>Administration (FDA).</p> <p>6. Batch Notification, Lot Release Certification from FDA or its equivalent, as required by FDA for specific drugs and medicines.</p> <p>7. Valid License to Operate (LTO) issued by the FDA for Suppliers, Distributors and Traders.</p> <p>8. If the supplier is not the manufacturer, certification from the manufacturer that the supplier is an authorized distributor/dealer of the products/items.</p>
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General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

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.

4. Inspection and Tests

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

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

5. Warranty

- 5.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>The Daily Meals for Athletes and Coaches shall be supplied at Rizal Memorial Sports Complex (RMSC), Philippine Sports Complex (PHILSPORTS), and the Baguio Training Camp (PSC Baguio). The supplier shall coordinate with Philippine Sports Commission’s representative prior to delivery of Daily Meals for Athletes and Coaches.</p> <p>For the purposes of this Clause the Procuring Entity’s Representative on the Project Site is Mr. Lester V. Sabigan, Officer-In-Charge, Medical and Scientific Athletes Services (MSAS) with email address: sabigan.lester@psc.gov.ph.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all services, including additional services, if any, specified in Section VI. Schedule of Requirements.</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Regular and Recurring Services –</p> <p>“The contract for regular and recurring services shall be subject to renewal subject to the Guidelines on Renewal of Regular and Recurring Services under Appendix 37 of the 2016 revised IRR of RA No. 9184 which includes the performance evaluation of the service provider on the requirements under Section VII. Technical specifications.”</p>
2.2	<p>Payment shall be processed after receipt of billing. In case of accounts maintained in other banks, bank transfer fees shall be chargeable against the creditor’s account.</p>
4	<p>The inspection and tests that will be conducted are:</p> <ol style="list-style-type: none"> 1. Upon delivery, the Goods shall undergo physical inspection by the Philippine Sports Commission’s Inspection and Acceptance Committee of the Medical and Scientific Athletes Services (MSAS) to ascertain the physical condition and acceptability of the Goods. 2. Actual counting inspection to determine the quantity and completeness of the medicines delivered in accordance with the Schedule of Requirements set in the Bidding Documents. 3. Thorough inspection on medicines Registration Number, Generic Name, Brand Name, Dosage Strength, Dosage Form, Classification, Packaging, Manufacturer, Country of Origin, Trader, Issuance Date, and Expiry Date based on submitted CPR during the submission and opening of bids. In case the supplier fails to comply/non-responsive with regards to product required detailed specifications, the Medical and Scientific Athletes Services (MSAS) of PSC has the right not to accept the item(s). 4. All the medicines must have at least two (2) years extrapolated shelf life.

Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the Philippine Sports Commission.

Description	Quantity	Total	Delivered, Days/Weeks/Months
Supply and Delivery of Medicine and Medical Supplies for Medical and Scientific Athletes Services (MSAS)	1 LOT Refer to the Technical Specifications	1 LOT Refer to the Technical Specifications	Within thirty (30) days after the Issuance of the Notice to Proceed

I hereby verify to comply with all the above requirements.

Signature over printed name of the authorized representative

Company name

Date

TECHNICAL SPECIFICATIONS

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

ITEM	UNIT	ITEM DESCRIPTION	QTY	EXPIRATION	BIDDER’S STATEMENT OF COMPLIANCE	BIDDER’S ACTUAL OFFER (Brand if Applicable)
1	tablet	Paracetamol 500mg	8,000	3 years		
2	tablet	Diclofenac Potassium 50mg	6,000	3 years		
3	tablet	Ibuprofen 400mg	6,000	3 years		
4	tablet	Mefenamic Acid 500mg	3,000	3 years		
5	tablet	Naproxen 550mg (equiv. to 500mg Naproxen)	3,000	3 years		
6	capsule	Piroxicam 20mg (Branded)	600	3 years		
7	capsule	Celecoxib 200mg	1,000	3 years		
8	tablet	Etoricoxib 120mg (Branded)	1,000	3 years		
9	tablet	Ophenadrine+Paracetamol 50mg+500mg (Branded)	1,000	3 years		
10	tablet	Tizanidine 2mg (Branded)	1,000	3 years		
11	tablet	Loratadine 10mg	6,000	3 years		
12	tablet	Cetirizine 10mg	6,000	3 years		
13	tablet	Losartan 50mg	1,500	3 years		
14	tablet	Amlodipine 5mg	1,500	3 years		

15	tablet	Clonidine 75mcg	1,500	3 years		
16	tablet	Nifedipine 30mg Modified Release Tablet	1,000	3 years		
17	tablet	Metformin 500mg Film Coated Tablet	1,000	3 years		
18	tablet	Tranexamic Acid 500mg	1,000	3 years		
19	tablet	Betahistine 24mg	3,000	3 years		
20	tablet	Cinnarizine 25mg	3,000	3 years		
21	tablet	Meclizine 25mg	1,000	3 years		
22	tablet	Metoclopramide 10mg	2,500	3 years		
23	tablet	Hyoscine 10mg	3,000	3 years		
24	polyamp	Bacillus Clausii 2 billion/5ml Oral Suspension	500	3 years		
25	box	Saccharomyces cerevisiae var. boulardii probiotic plus 10s/box	100	3 years		
26	capsule	Loperamide 2mg	6,000	3 years		
27	tablet	Bisacodyl 5mg	3,000	3 years		
28	tablet	Domperidone 10mg	1,000	3 years		
29	tablet	Na alginate, sodium bicarbonate, CaCO ₃ 250mg/106.5mg/187.5mg (Branded)	900	3 years		
30	tablet	Aluminum Hydroxide Magnesium Hydroxide Simeticone 178mg/233mg/30mg	1,000	3 years		
31	capsule	Omeprazole 40mg	3,000	3 years		
32	tablet	Pantoprazole 40mg	3,000	3 years		
33	sachet	Oral Rehydration Salt (75 Replacement) 20.5grams Oral Powder Sachet	5,000	3 years		
34	tablet	Phenylephrine Hcl + Chlorphenamine Maleate + Paracetamol 10mg/2mg/500mg	6,000	3 years		
35	tablet	Sambucus nigra L, Primula veris L, Primula elatior L, Rumex crispus L, Verbena officinalis L, Gentiana lutea L	2,000	3 years		
36	tablet	Phenylephrine Hcl + Paracetamol 500mg	6,000	3 years		
37	bottle	Sodium Chloride 0.9%, 500ml solution for injection bottle	50	3 years		
38	tablet	Butamirate 50mg Modified Release Tablet	3,000	3 years		
39	tablet	Acetylcysteine 600mg Effervescent Tablet	6,000	3 years		

40	tablet	Ambroxol Hcl 30mg (Branded)	2,103	3 years		
41	tablet	Ambroxol Hcl 75mg (Branded)	1,000	3 years		
42	can	Salbutamol 100mcg/dose 200 actuations metered Dose Inhaler	100	3 years		
43	bottle	Benzydamine Hcl oral rinse 100ml	200	3 years		
44	bottle	Hexetidine gargle 60ml (Branded)	200	3 years		
45	tablet	Benzydamine Hcl Lozenge 3mg/lozenge	500	3 years		
46	piece	Boric Acid Eye Drops 7.5ml	150	3 years		
47	bottle	Hypromellose 5mg/mL, 10mL Eye Drops Bottle	150	3 years		
48	piece	Tetrahydrozoline eye drops 0.05% 7.5ml	150	3 years		
49	bottle	Prednisolone 1% 5ml Eye Drops Bottle	150	3 years		
50	bottle	Ofloxacin 0.3% 5ml Eye drops bottle	150	3 years		
51	bottle	Tobramycin 0.3% 5ml Eye Drops Bottle	150	3 years		
52	tube	Tobramycin 0.3% 3.5g Eye Ointment Tube	150	2 years		
53	bottle	Dexamethasone + Tobramycin 0.1% + 0.3%, 5mL Eye drops	150	3 years		
54	piece	Fluocinolone acetonide/Neomycin/Polymyxin Otic drops 5ml	100	3 years		
55	piece	Fluocinolone acetonide/Polymyxin sulfate/Neomycin sulfate 5ml Otic	100	3 years		
56	vial	Methylprednisolone Acetate Injection 40mg/ml (1ml)	100	2 years		
57	capsule	Amoxicillin 500mg	3,000	3 years		
58	capsule	Cloxacillin 500mg	3,000	3 years		
59	tablet	Clarithromycin 500mg	1,500	3 years		
60	tablet	Erythromycin 500mg	1,500	3 years		
61	tablet	Ciprofloxacin 500mg	3,000	3 years		
62	tablet	Ofloxacin 200mg	1,500	3 years		
63	tablet	Cefuroxime 500mg	1,500	3 years		
64	pack	Co-Amoxiclav(Amoxicillin+Clavulanic Acid)500mg+125mg	600	3 years		
65	tablet	Cotrimoxazole(Sulfamethoxazole+Trimethoprim)800mg+160	1,500	3 years		

		mg				
66	capsule	Doxycycline 100mg	1,500	3 years		
67	tablet	Aciclovir 800mg	1,500	3 years		
68	tablet	Azithromycin 500mg	500	3 years		
69	bottle	Embrocation Oil 10ml (Branded)	150	2 years		
70	bottle	Lidocaine 10% 50ml Spray Bottle	150	3 years		
71	tube	Lidocaine Prilocaine 5g cream (branded)	150	2 years		
72	ampule	Lidocaine 2% 20ml solution for injection ampule	150	2 years		
73	piece	Calamine+Diphenhydramine Hydrochloride 30ml	100	2 years		
74	tube	Indomethacin cream 15grams	100	2 years		
75	tube	Mometasone furoate cream 1mg/g x 1 tube 10g	100	2 years		
76	tube	Clotrimazole Beclomethasone Dipropionate 10mg/g	100	2 years		
77	tube	Fluocinolone Acetonide 100mcg/g (0.025%)	100	2 years		
78	tube	Mupirocin 2%, 5g Ointment Tube	150	2 years		
79	tube	Silver Sulfadiazine 1% 25g Cream Tube	150	2 years		
80	tube	Miconazole Oral Gel 2% (3.5g)	100	2 years		
81	ampule	Diphenhydramine 50mg/ml, 1mL solution for injection ampule	50	2 years		
82	ampule	Metoclopramide 5mg/ml, 2mL solution for injection ampule	50	2 years		
83	ampule	Hyoscine 20mg/ml, 1mL solution for injection ampule	50	2 years		
84	ampule	Epinephrine(Adrenaline)1 mg/ml, 1mL solution for injection	50	2 years		
85	capsule	Sodium Ascorbate+Zinc 500mg/10mg	900	2 years		
86	bottle	Isopropyl Alcohol 500ml	500	3 years		
87	bottle	Povidone Iodine 10%, 60mL Solution bottle	300	3 years		
88	can	Povidone-Iodine Antiseptic Powder Spray 2.5% 55g	150	3 years		
89	bottle	Colorless-based skin antiseptic Spray Propan-2-ol Benzalkonium chloride	100	3 years		

		250ml/bottle				
90	box	Clean Gloves Medium 100's/box	150	3 years		
91	box	Clean Gloves Large 100's/box	150	3 years		
92	piece	Coated (polyglactin 910) suture undyed braided 3-0	100	4 years		
93	piece	Silk Braided Suture 4-0	100	4 years		
94	piece	Fiber glass casting tape 5 inch	100	2 years		
95	piece	Wadding sheet 5-inch x 6 yards	100	2 years		
96	piece	Hot Water Bag 12.8 inch x 7.6 inch 65 fl oz	150	3 years		
97	box	Pre-taping Foam Under Wrap, Natural Color 48 rolls/box (6.9cm x 27.4m)	150	2 years		
98	box	Accupuncture Needle 25x40mm with Guide tube 100pcs/box	150	2 years		
99	box	Accupuncture Needle 30x60mm with Guide Tube 100pcs/box	150	2 years		
100	box	Accupuncture Needle 30x75mm with Guide Tube 100pcs/box	150	2 years		
101	roll	Rolled plastic 8inches x 11 inches bag (branded)	300	2 years		
102	piece	Body Lotion 500ml	150	3 years		
103	roll	Brown rigid zinc oxide tape 5cm x 5m (branded)	150	2 years		
104	bottle	Mineral oil 300ml	1,000	3 years		
105	bottle	Methyl Salicylate Camphor liniment extreme 100ml	900	3 years		
106	roll	Tissue Paper Towel 4 rolls 2 ply x 50pulls size: 23 cm x 19 cm/ 8.4 inches x 8.9 inches	300	3 years		

The medicine and supplies should be delivered with a shelf-life span of 2 to 3 years.

TIMELINE

The supplier shall deliver the following supplies from **thirty (30) days after the Issuance of the Notice to Proceed.**

I hereby verify to comply with all the above requirements.

Signature over printed name of the authorized representative

Company name

Date

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]

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT

(within six (6) years from the date of submission and receipt of bids)

Name of Client	Name of the Contract	Date and Status of the Contract	Kind of Goods	Amount of Contract	Value of Outstanding Contracts	Date of Delivery

I hereby certify that the above-mentioned are correct.

Signature over the printed name of the authorized representative

Company name

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

[[urat]

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

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)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

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 of agent	Amount and Purpose of Commission 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:

