



Republic of the Philippines
Department of Education
Region I

SCHOOLS DIVISION OFFICE OF SAN CARLOS CITY PANGASINAN

NEGOTIATED PROCUREMENT TWO-FAILED BIDDING

2025-1008-010

**PROJECT: PROCUREMENT OF
NUTRITIOUS FOOD PRODUCTS
FOR THE IMPLEMENTATION OF
SBFP FOR SY 2025-2026**

**“LOT C- PROCUREMENT OF BROWN
RICE NUTTY FRUITY BAR”**



Republic of the Philippines
Department of Education
Region I

SCHOOLS DIVISION OFFICE OF SAN CARLOS CITY PANGASINAN

**NOTICE FOR
NEGOTIATED PROCUREMENT FOR TWO-FAILED BIDDINGS**

**Procurement of Nutritious Food Products for the Implementation of SBFP
for SY 2025-2026**

"Lot C- Procurement of Brown Rice Nutty Fruity Bar"

1. In view of the two (2) consecutive failed biddings of the **Procurement of Nutritious Food Products for the Implementation of SBFP for SY 2025-2026 " Lot C- Procurement of Brown Rice Nutty Fruity Bar"**, the Schools Division Office of San Carlos City (Pangasinan) now invites interested bidders to participate for the negotiation of the abovementioned project, in accordance with Section 53.1 of the 2016 revised Implementing Rules and Regulation of RA 9184.
2. The *Department of Education (DepEd) Schools Division Office of San Carlos City (Pangasinan)*, through the Bids and Awards Committee, intends to procure **Procurement of Nutritious Food Products for the Implementation of SBFP for SY 2025-2026 " Lot C- Procurement of Brown Rice Nutty Fruity Bar"** with an Approved Budget for the Contract (ABC) of **Three Million, One Thousand, Three Hundred and Twenty Pesos (Php3,001,320.00)**.
3. The *Schools Division Office of San Carlos City (Pangasinan)*, through its Bids and Awards Committee (BAC), now invites technically, legally, and financially capable suppliers for the said project.
4. 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.
5. The selection of the successful offer shall be based on the best and final offer that will be submitted on **23 October 2025 at 10:00 A.M.** to the Bids and Awards Committee and which would meet the minimum technical specifications required.
6. The Schools Division Office of San Carlos City, *Pangasinan* will hold the Negotiation Meeting on **17 October 2025 at 10:30 AM** via MS Teams Videoconferencing through this link: <https://tinyurl.com/utzbw8e4>.
7. Opening of eligibility documents and proposals will be held on **October 23, 2025, 11:00 AM at the 2nd floor, Conference Hall, Schools Division Office of San Carlos City, Pangasinan.**
8. Three (3) copies of the proposals (one original and two photocopy) must be submitted to the BAC which must be duly received by **the RECORDS OFFICE through manual**



Republic of the Philippines
Department of Education
Region I

SCHOOLS DIVISION OFFICE OF SAN CARLOS CITY PANGASINAN

submission at the Schools Division Office of San Carlos City, Pangasinan on or before 10:00 AM of October 23, 2025. Late submission shall not be accepted.

A. Eligibility and Technical Documents

- a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
- 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;
- c) Statement of Bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid.

For this purpose, the definition of similar contracts shall refer to **Procurement of Nutritious Food Products for the Implementation of SBFP for SY 2025-2026 " Lot C- Procurement of Brown Rice Nutty Fruity Bar"** which shall be completed within the last 5 years prior to the date of submission of the best and final offer.

- d) Bid Security 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 (2% of the ABC or *Php60,026.40*)
 - ii. In case if Surety Bond, submit also a certification issued by the Insurance Commission or Original Copy Notarized Bid Securing Declaration (5% of the ABC or *Php150,066.00*)
 - iii. Bid Securing Declaration.
- e) Conformity with the Schedule of Requirements (Annex "A");
- f) Conformity with the Technical Specifications (Annex "B");
- g) Notarized Omnibus Sworn Statement (OSS) 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.
 - i. 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.
- h) 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



Republic of the Philippines
Department of Education
Region I

SCHOOLS DIVISION OFFICE OF SAN CARLOS CITY PANGASINAN

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.

B. Financial Documents

- i) Bid Form
 - j) Price Schedule
9. The Special Conditions of the Contract (Annex "C") 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.
10. 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 Implementation Rules and Regulations.
11. For further information, you may contact:

BAC SECRETARIAT

DepEd Division Office, San Carlos City (Pangasinan)
Roxas Boulevard, San Carlos City (Pangasinan)
(075)-523-4527
bacsec.sccp@deped.gov.ph

12. You may visit the following website:

For downloading of Bidding Documents:
<https://tinyurl.com/229eptyz>

Issued this 8th day of October 2025

DOMINGO L. LAUD, EdD, CESE

Assistant Schools Division Superintendent
Chairperson, Bids and Awards Committee

Section VI. Schedule of Requirements

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

See Technical Specifications

[illegible]



Republic of the Philippines
Department of Education
Region I
Schools Division Office
San Carlos City, Pangasinan

Procurement of Nutritious Food Products for the Implementation of SBFP for SY 2025-2026
“Lot C- Procurement of Brown Rice Nutty Fruity Bar”

Completion Period: 20 days

Delivery Mode and Schedule:

The Winning Bidder should inform the Schools Division Superintendent of the delivery of goods in writing three (3) days before the projected delivery through the Records Office through manual submission or through their official e-mail address at records.sccp@deped.gov.ph.

The quantity specified in the Purchase Request represents the total number of feeding days for 120 days for the whole Division of San Carlos City. Distribution lists for each drop-off point will be provided separately after the conduct of the Division-wide Nutritional Assessment (Height and Weight taking), and accomplishment of Baseline Nutritional Status Report for SY 2025-2026.

The additional guidelines on the procedures of Inspection and Delivery are detailed as follows:

1. Upon receipt of the Notice of Delivery by the Records Office, the communication will be routed to the Supply Office and the latter will immediately forward it to the Schools Division Superintendent. The Supply Office will also inform the Division Inspectorate Team, and End-User/Proponent of the project of the said delivery through an Inspection Order signed by the Head of the Agency or the Administrative Officer, if authorized, with the attached Technical Specifications of the project.
2. On the day of delivery, the Division Inspectorate Team, and End-User of the project shall inspect the delivery of goods in the drop-off points.
3. The Inspection and Acceptance Report shall be signed by the members of the Division Inspectorate Team to confirm that the goods to be delivered to the recipient schools are in accordance with the Technical Specifications of the project.

***Note:** The Delivery Receipt must be registered to the BIR (Bureau of Internal Revenue).

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
	<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>

TECHNICAL SPECIFICATIONS

Title: **LOT C – PROCUREMENT OF BROWN RICE NUTTY FRUITY BAR (WITH CERTIFICATION FROM DOST-FNRI)**

Approved Budget of Contract: **PHP 3,001,320.00**

Source of Fund: **FY 2025 GAA (SARO No. ROI-25-0083)**

Completion Period: **20 DAYS**

Item	Quantity	Unit	Item Description	Statement of Compliance
1	71,460	pack	BROWN RICE NUTTY FRUITY BAR – CHOCOLATE, CARAMEL FLAVOR (WITH CERTIFICATION FROM DOST-FNRI) 7,146 BENS x 10 days x Php 22.00 = Php 1,572,120.00 TECHNICAL SPECIFICATIONS Variant: Chocolate, Caramel flavor Serving Size: At least 50 g per pack Quality: Product is received in good condition, not expired, no signs of damage in packs, no signs of holes, no molds, no foul smell, no discoloration, and pest-free. Packaging: Individually packed in food-grade packaging. The packaging must clearly and readably	

indicate the Manufacturing Date, Expiration Date, and a laser-printed sign per pack or through the use of thermal or water-proof sticker that indicates **"DepEd-SBFP, NOT FOR SALE"**.

Expiration:

Expiration date should be at least 6 months from the date of manufacturing.

Nutritional Content:

Particulars	Minimum Amount Per Serving
Energy	400-500 Kcal
Saturated Fat	0-18* g
Protein	5-10 g
Sugar	10-25 g
Sodium	50-200 mg

Nutritional analysis is required to assess whether the product's nutritional content is within the prescribed amount per serving.

Technical Requirements for Suppliers:

1. The supplier should be certified by DOST-FNRI as Technology Adopter for Brown Rice Nutty Fruity Bar Chocolate/Caramel Flavor/Variant. The Manufacturer shall be the priority in the supply of goods.
2. In cases when traders bid for supply, they must be authorized to supply Brown Rice Nutty Fruity Bar Chocolate and/or Caramel Flavor/Variant from at most three (3) manufacturers licensed and certified by DOST FNRI through a Certificate of Distributorship or Joint Venture Agreement specifying the implementation period

			(school year), product quantity, and the SDO to be supplied. 3. The supplier shall also provide the following during the opening of bids: - Food and Drug Authority (FDA) License to Operate (optional); - updated Sanitary Permit issued by the City or Municipal Office; and - Health or Medical Certificates of food handlers and drivers. Delivery Mode and Schedule: The supplier should have the capacity to deliver the commodities once a month to the FOUR DESIGNATED DROP-OFF POINTS. The delivery schedule shall be provided to the winning bidder upon issuance of the official advisory from the DepEd Central Office regarding the first day of feeding. Drop-off Points: - Abanon Central School - Talang Central School - Central 1 Elementary School - Central 2 Elementary School Payment Schedule: Staggered payment once distribution has started. Sensory Evaluation and Acceptability Test: The supplier should provide samples for evaluation and acceptability test during the opening of bids. However, if the prospective supplier fails to provide samples, the same shall be provided during the post-	
--	--	--	--	--

			qualification. The food products should pass the sensory evaluation and acceptability tests.	
2	71,460	pack	BROWN-RICE NUTTY FRUITY BAR – HONEY FLAVOR (WITH CERTIFICATION FROM DOST-FNRI) 7,146 BENS x 10 days x Php 20.00 = Php 1,429,200.00 TECHNICAL SPECIFICATIONS Variant: Honey flavor Serving Size: At least 25 g per pack Quality: Product is received in good condition, not expired, no signs of damage in packs, no signs of holes, no molds, no foul smell, no discoloration, and pest-free. Packaging: Individually packed in food-grade packaging. The packaging must clearly and readably indicate the Manufacturing Date, Expiration Date, and a laser-printed sign per pack or through the use of thermal or water-proof sticker that indicates "DepEd-SBFP, NOT FOR SALE". Expiration: Expiration date should be at least 6 months from the date of manufacturing.	

			Nutritional Content:													
			<table><tr><th>Particulars</th><th>Minimum Amount Per Serving</th></tr><tr><td>Energy</td><td>100-130 Kcal</td></tr><tr><td>Saturated Fat</td><td>0-7 g</td></tr><tr><td>Protein</td><td>2-7 g</td></tr><tr><td>Sugar</td><td>5-15 g</td></tr><tr><td>Sodium</td><td>25-100 mg</td></tr></table>	Particulars	Minimum Amount Per Serving	Energy	100-130 Kcal	Saturated Fat	0-7 g	Protein	2-7 g	Sugar	5-15 g	Sodium	25-100 mg	
Particulars	Minimum Amount Per Serving															
Energy	100-130 Kcal															
Saturated Fat	0-7 g															
Protein	2-7 g															
Sugar	5-15 g															
Sodium	25-100 mg															
			<i>Nutritional analysis is required to assess whether the product's nutritional content is within the prescribed amount per serving.</i>													
			Technical Requirements for Suppliers:													
			1. The supplier should be certified by DOST-FNRI as Technology Adopter for Brown Rice Nutty Fruity Bar Honey Flavor/Variant. The Manufacturer shall be the priority in the supply of goods. 2. In cases when traders bid for supply, they must be authorized to supply Brown Rice Nutty Fruity Bar Honey Flavor/Variant from at most three (3) manufacturers licensed and certified by DOST FNRI through a Certificate of Distributorship or Joint Venture Agreement specifying the implementation period (school year), product quantity, and the SDO to be supplied. 3. The supplier shall also provide the following during the opening of bids: a. Food and Drug Authority (FDA) License to Operate (optional); b. updated Sanitary Permit issued by the City or Municipal Office; and c. Health or Medical Certificates of food handlers and drivers.													

			Delivery Mode and Schedule: The supplier should have the capacity to deliver the commodities once a month to the FOUR DESIGNATED DROP-OFF POINTS. The delivery schedule shall be provided to the winning bidder upon issuance of the official advisory from the DepEd Central Office regarding the first day of feeding. Drop-off Points: 1. Abanon Central School 2. Talang Central School 3. Central 1 Elementary School 4. Central 2 Elementary School Payment Schedule: Staggered payment once distribution has started. Sensory Evaluation and Acceptability Test: The supplier should provide samples for evaluation and acceptability test during the opening of bids. However, if the prospective supplier fails to provide samples, the same shall be provided during the post-qualification. The food products should pass the sensory evaluation and acceptability tests.	
--	--	--	--	--

Cycle Menu for the Implementation of School-Based Feeding Program for School Year 2025-2026

Week	Monday	Tuesday	Wednesday	Thursday	Friday	Average Kcal per Week
1	Enhanced Nutribun (230 -270 Kcal)	Brown Rice Nutty Fruity Bar - Chocolate/ Caramel Flavor (400-500 Kcal)	Enhanced Nutribun (230 - 270 Kcal)	Cookies (250-300 Kcal)	Iron-Fortified Rice (700-900 Kcal)	362 Kcal or more
2	Enhanced Nutribun (230 -270 Kcal)	Brown Rice Nutty Fruity Bar - Honey Flavor (100-130 Kcal Kcal)	Enhanced Nutribun (230 - 270 Kcal)	Rice-Mongo Curls + Fruit Juice (100-150 Kcal + 80-100 Kcal or more = 180 Kcal or more)	Iron-Fortified Rice (700-900 Kcal)	288 Kcal or more
3	Enhanced Nutribun (230 -270 Kcal)	Brown Rice Nutty Fruity Bar - Chocolate/ Caramel Flavor (400-500 Kcal)	Enhanced Nutribun (230 - 270 Kcal)	Cookies (250-300 Kcal)	Iron-Fortified Rice (700-900 Kcal)	362 Kcal or more
4	Enhanced Nutribun (230 -270 Kcal)	Brown Rice Nutty Fruity Bar - Honey Flavor (100-130 Kcal Kcal)	Enhanced Nutribun (230 - 270 Kcal)	Ready-to-eat Nutri-Packs (300-350 Kcal)	Iron-Fortified Rice (700-900 Kcal)	312 Kcal or more

I hereby verify to comply with all the above requirements.

Signature over printed name of the authorized representative

Company name

Date

Special Conditions of Contract

GCC Clause	
1	Delivery and Documents – See Annexes For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows: <i>For Goods supplied from abroad, the delivery terms applicable to the Contract are DDP delivered to Department of Education (DepEd) Division of San Carlos City (Pangasinan). In accordance with INCOTERMS.”</i> <i>For Goods supplied from within the Philippines, the delivery terms applicable to this Contract are delivered Department of Education (DepEd) Division of San Carlos City (Pangasinan). Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</i> Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). For purposes of this Clause the Procuring Entity’s Representative at the Project Site is the Head of the Agency’s Supply Unit and/or his appointed staff. Incidental Services – The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

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.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

Select appropriate requirements and delete the rest.

1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
2. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the costs thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period.

Spare parts or components shall be supplied as promptly as possible, but in any case, within one month of placing the order..

Packaging –

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract.

The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

	The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity. The outer packaging must be clearly marked on at least four (4) sides as follows: Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications
	A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging. Transportation – Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.
	Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure. The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

	Intellectual Property Rights – The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
	Regular and Recurring Services – <i>[In case of contracts for regular and recurring services, state:]</i> “The contract for regular and recurring services shall be subject to a renewal whereby the performance evaluation of the service provider shall be conducted in accordance with Section VII. Technical specifications.”
2.2	“The terms of partial payment shall be in accordance with Annex “D” of the 2016 Revised Implementing Rules and Regulations of RA 9184
4	The inspections and tests that will be conducted shall be specified en banc by the BAC during the Pre-Bid Conference.

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 with 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 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 five (5) 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 be 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 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 in 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]

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 Bidding Documents, Technical Specifications, and the documentary requirements for this project, the receipt of which is hereby duly acknowledged, we/I, 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 Bidding documents, Invitation to Bid, Technical Specifications, and the documentary requirements;
- b. to provide a performance security in the form, amounts, and within the times prescribed in the Bidding documents, Invitation to Bid, Technical Specifications, and the documentary requirements;
- c. to abide by the Bid Validity Period specified in the Invitation to Bid, Technical Specifications, and the documentary requirements 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 Currency
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.

I/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: _____