



NATIONAL FOOD AUTHORITY

Ilocos Regional Office (Region 1)

Urbiztondo, San Juan, La Union, 2514 Tel. No. (072) 682-9143 Fax No. (072) 242-5907 nfaregion1@yahoo.com

REQUEST FOR QUOTATION

Date : _____

Company Name

Address

Dear Sir/Ma'am:

Please quote your lowest price on the item/s listed below, subject to the attached Terms and Conditions for the **Negotiated Procurement (Lease of Real Property and Venue) of Lease of Warehousing Facility for NFA Ilocos Norte, La Union and West Pangasinan for the year 2020.**

Please submit your **Quotation** to the RBAC Secretariat, NFA -Region 1 located at Brgy. Urbiztondo, San Juan, La Union **on or before October 23, 2020 at 9:00 AM** for the opening of RFQ/Bid.

Cecilia A. Concubierta
CECILIA A. CONCUBIERTA

Asst. Regional Director & RBAC Chairperson

PROVINCE	LOT NO.	WAREHOUSE SPACE REQUIREMENT		PERIOD COVERED	NO. OF MOS.	BID OFFER (incl. of 12% VAT)	
		SQ.M.	LOCATION PREFERENCE			RATE PER SQ.M.	TOTAL AMOUNT

After having carefully read and accepted your terms and conditions above, we quote you on the items at prices noted above.

SERVICE PROVIDER'S NAME:		TIN NO.
ADDRESS:		E-MAIL ADD:
TELEPHONE NO.:		FAX NO.:
SERVICE PROVIDER'S AUTHORIZED REPRESENTATIVE SIGNATURE OVER PRINTED NAME		DATE:

Note: To be accomplished if supplier cannot attend the opening of Quotation.

WAIVER

I hereby waive my right to be present and/or to witness the opening of price quotation/Sealed Canvass to be undertaken by the procuring entity at the place and time mentioned above.

Printed Name/Signature

Date

IMPORTANT: ERASURES WILL INVALIDATE THE OFFER.



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TERMS AND CONDITIONS

PROCUREMENT OF LEASE OF WAREHOUSING FACILITY FOR THE PROVINCES OF ILOCOS NORTE, LA UNION AND WEST PANGASINAN FOR CY 2020 THROUGH NEGOTIATED PROCUREMENT (LEASE OF REAL PROPERTY AND VENUE)

A. SUBMISSION OF SEALED QUOTATIONS

1. Date and Time of Submission : On or before October 23, 2020; 9:00 AM
2. Form of Submission : Thru sealed envelope/Personal Delivery
3. Authorized person to receive quotation : RBAC Sec. Head Liza R. Balagot

B. OPENING OF SEALED QUOTATION

1. Date and Time of Opening : October 23, 2020; 09:30 AM onwards
2. Place/Venue : NFA Reg'l Office 1, San Juan, La Union
3. Parties to be present : RBAC/TWG/Secretariat/End-Users
Supplier/Authorized Representative
Observer

C. SCHEDULE OF REQUIREMENT

APPROVED BUDGET FOR THE CONTRACT

LOT NO.	PROV	WAREHOUSE SPACE REQUIREMENT		PERIOD COVERED	NO. OF MOS.	RATE/SQM Php, Inc. of VAT	APPROVED BUDGET FOR THE CONTRACT	Cost of Bidding Documents
		SQM.	LOCATION PREFERENCE					
1	Ilocos Norte	1,100	Within 1 st District of Ilocos Norte	Nov. - Dec., 2020	2	85.00	187,000.00	500.00
2	La Union	2,050	Within La Union	Nov. – Dec., 2020	2	75.00	307,500.00	500.00
3	West Pangasinan	5,400	Within 4 th District of Pangasinan	Nov. – Dec., 2020	2	70.00	756,000.00	1,000.00
TOTAL							1,250,500.00	

"A food-secure Philippines with prosperous farmers and fisherfolk"



The Request for Quotation (RFQ) and the Terms and Conditions may be acquired by interested bidder starting October 15, 2020 at the National Food Authority, Regional Office 1, San Juan, La Union and upon payment of a non-refundable fee as stated above. It may also be downloaded free of charge from the NFA website, provided that bidder shall pay the applicable amount not later than the submission of their quotations.

D. ELIGIBILITY CRITERIA

1. Duly licensed Filipino citizens/sole proprietorships;
2. Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
3. Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
4. Cooperatives duly organized under the laws of the Philippines; or
5. Persons/entities forming themselves into a joint venture, i.e., a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the joint venture concerned shall be at least sixty percent (60%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their JVA.
6. Must be owner/operator of grains and other commodity warehousing facility.
7. With at least three (3) years experience in leasing of grains and other commodity warehousing facility.
8. The bid offer per square meter shall not exceed the approved budget rate per square meter on a per lot basis.
9. One or more bidders may bid on one lot provided that the following are met:
 - a. The offered floor area must be more or less within the aggregate total area per lot.
 - b. The determination of price offer shall be on ascending order, i.e. from the lowest to the highest price offer.
10. If the bid offer is more than the required warehouse space requirement, it shall be construed that the excess area is for free unless indicated in the bid that the bidder will construct a partition separating the offered area from the entire warehouse space.
11. Prospective bidders must have no outstanding obligation with NFA.

E. SUBCONTRACTS

Subcontracting shall not be allowed.

F. ELIGIBILITY REQUIREMENTS

F.1 For LGU/Government agencies as lessors

- 1.1 PhilGEPS Registration Number
- 1.2 Board Resolution authorizing the LGU/Government-Agency owner to enter into a contract of lease with NFA.

F.2 Private Lessors

1. PhilGEPS Certificate of Membership under Platinum Category

- a. Current Mayor's Permit issued by the city or municipality where the principal place of business of the bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
- b. Registration Certificate from Securities and Exchange Commission (SEC) for corporation/partnership, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration as stated;
- c. Tax Clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR;
- d. Audited financial statements for the year **2019**, stamped "Received" by the BIR such as:
 1. Balance Sheet
 2. Income Statement
 3. Independent Auditor's Certificate certifying that he/she has audited the Financial Statements

2. Income/Business Tax Return

Quarterly Income/Business Tax Returns for the 2nd quarter and 3rd quarter 2020 filed and taxes paid thru BIR Electronic Filing and Payment System (EFPS). Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted.

Document Particulars	Individual Taxpayer	Non-Individual Taxpayer
Quarterly Income Tax Return	BIR Form No. 1701Q	BIR Form No. 1702Q
Quarterly Value Added Tax (VAT) Return	BIR Form No. 2550Q	BIR Form No. 2550Q

3. Omnibus Sworn Statement by the prospective bidder or its duly authorized representative in accordance with Section 25.3 of the revised IRR of RA 9184;

G. TECHNICAL SPECIFICATIONS

Specification	Statement of Compliance	
	Comply	Not Comply
a. Floor Area: Warehouse/s with floor area, more or less, within the aggregate total as stated above. Minimum Number of Layers: rice – 25 palay - 22		
b. Structural Condition: <ol style="list-style-type: none"> 1. Roofing System - no signs of leaking 2. Roof – Galvanized Iron Sheets or equivalent 3. Cemented flooring and no potholes 4. Wall- Concrete or Semi Concrete 5. Columns- Steel, Wooden or Concrete 6. Steel Door, Accordion, or Wooden Sliding Door (Indicate no. of doors / opening requirement) 7. Trusses – Steel or Wooden (Aeration requirement) 		
c. Available Facilities <ol style="list-style-type: none"> 1. Office Space 2. Comfort Room 3. Electrical line 4. Water line 5. Sentry Post 		
d. Flood History <ol style="list-style-type: none"> 1. No history of flooding 2. With operational drainage system 		
e. Parking Space and Access of Trucks Inside the Warehouse <ol style="list-style-type: none"> 1. With open space for truck parking and maneuvering. 2. Warehouse doors and concrete pavement / flooring are suited for entry of trucks to load and unload inside the warehouse. 		
f. Compliant to Building Code		

H. BID CURRENCIES

All prices shall be quoted in Philippine currency and likewise with the payment of the contract price.

I. PRICE OFFER

1. The ABC shall be the ceiling for the acceptable bid/price offers;
2. Bid offers must be quoted in Philippine Pesos up to two (2) decimal places only;
3. Total Bid offer shall be **inclusive** of taxes such as, but not limited to VAT, income tax, local tax and other levies.

J. POST-QUALIFICATION

Within a non-extendible period of five (5) calendar days from receipt by the bidder of notice from the BAC that it submitted the Lowest Calculated Quotation, the bidder shall submit the following documentary requirements:

1. Table of Rating Factors for Lease of Warehouse

As a post qualification requirement, the RBAC Technical Working Group, with the presence of the warehouse owner or its authorized representative, shall conduct technical inspection of the warehouse and shall submit an inspection report signed by all members and the warehouse owner/authorized representative signed on the “conforme” portion.

PARAMETERS	REQUIREMENTS	WEIGHT (%)	WEIGHT (%)
<i>I. TECHNICAL SPECIFICATIONS</i>			40
1. FLOOR AREA	As required	25	
2. STRUCTURAL DESIGN	Preferably concrete or semi-concrete	25	
2.1. Trusses	Steel or Wooden	5	
2.2. Flooring	Concrete floor	3	
2.3. Doors	Steel or Wooden sliding, folding or accordion or Aluminum Roll-up doors	3	
2.4. Roofing	Sturdy G.I. Sheet with no leakages	3	
2.5. Column	Preferably Concrete or steel	2	
2.6. Sidings	Preferably CHB wall or combination of GI sheets or concrete	2	
2.7. Ventilation	Continuous Ridge or Rotary	2	
2.8. Bird/Rodent Proofing	Preferably with birds/rodents proofing devices	1	
3. AVAILABLE FACILITIES	Office space, Comfort Room, Telephone, Electrical Lines, Water System	20	

4. FLOOD HISTORY	No history of inundation for the last 15 years	15	
5. SPACE FOR MANOEUVERING OF TRUCKS	Accessible for easy ingress/egress of 10-wheeler and trailer trucks to load and unload stocks.	15	
Sub-Total Rating		100	
II. LOCATION AND SITE CONDITION			30
1. ACCESSIBILITY		75	
2. TOPOGRAPHY/ELEVATION	Minimum of 0.15 m above the existing roadway.	25	
Sub-Total Rating		100	
III. NEIGHBORHOOD DATA			15
1. Prevailing rental rate		30	
2. Adverse Influence		20	
3. Property Utilization/Suitability		20	
4. Police and Fire Stations		15	
5. Cafeterias		10	
6. Banking/Postal Offices		5	
Sub-Total Rating		100	
IV. REAL ESTATE			10
The warehouse to be leased shall be suitable for grains storage and ready for occupancy. It shall be free from encumbrances, court litigation and other disputes.		100	
Sub-Total Rating		100	
V. FREE SERVICES AND FACILITIES			5
1. Sleeping Quarters, if any		10	
2. Kitchen, if any		30	
3. Guard House		60	
Sub-Total Rating		100	
TOTAL RATING			100
Passing rate as approved by the Procuring Entity:			75%

2. Validation and verification of the authenticity of submitted eligibility documents.
3. Other post Qualification Requirements
 - a. Sworn Statement on Compliance to the Protest Mechanism Provided in Article XVII of RA 9184.
 - b. Notarized Sworn Statement/Waiver and Undertaking by the Bidder which includes undertaking to strictly comply with and abide by the provisions of Section 58 in relation to Sections 55, 56 and 57 of RA 9184.
 - c. Fire Insurance Policy of the Warehouse Building.

K. PERFORMANCE SECURITY

1.1 To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.

1.2 The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Equal to percentage of the Total Contract Price)
a. Cash, or cashiers/managers check issued Universal or Commercial bank. <i>For biddings conducted by the LGUs, the Cashier's/Manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	Five percent (5%)
b. Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial bank. Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. <i>For biddings conducted by the LGUs, the Bank Draft/guarantee or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	
c. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty Percent (30%)

Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the LCRB is identified and selected for recommendation of contract award.

However, if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

L. OBLIGATIONS OF NFA

1. The NFA shall issue to the Warehouse Owner (Lessor) a Notice to Occupy within three (3) calendar days before actual utilization.
2. The NFA through the Provincial Manager concerned shall issue to the Lessor a Certificate of Actual Occupancy upon the actual utilization of the warehouse.
3. The NFA shall use the Leased Premises in accordance with purposes for which the lease is intended, ordinary wear and tear exempted.
4. The NFA shall surrender to the Lessor the leased premises upon issuance of Notice of Termination of the Contract.
5. To pay the contractor the rental of the utilized/occupied warehouse space based on the awarded rate per square meter inclusive of VAT per calendar month and/or proportionate part thereof, reckoned from the first day of actual occupancy upon presentation of the Lessor of the following:

First Billing

- a. Accomplished voucher
- b. Statement of Account
- c. Notice of Award (Photocopy)
- d. Notice to Proceed (Photocopy)
- e. Contract (Photocopy)
- f. Certificate of Actual Occupancy certified by the Warehouse Supervisor and noted by the Provincial Manager

Succeeding Billing

- a. Accomplished voucher
 - b. Statement of Account
- a. Payments shall be based on the contracted rate per square meter and floor area of the warehouse.
 - b. All the payments for the Contractor shall be made at the Provincial Office concerned which has jurisdiction over NFA leased warehouses.
 - c. Payment shall be made subject to the usual NFA accounting and auditing rules and regulations.
6. The NFA shall provide the necessary facility and equipment in the proper and safe storage of grains/non-grains in the warehouse/s, such as platform scales, filing cabinets, pallets, empty sacks, tarpaulin/fumigation sheets/canvass, fire extinguishers, tables and chairs.

7. The services, namely; water, electricity, janitorial and security services shall be for the account of the NFA.
8. The signages, billboards and directional signs shall be for the account of the NFA.

M. OBLIGATIONS OF THE LESSOR

1. To provide immediately necessary warehousing services and other facilities as stated on the subject matter of the bidding, provided, that the said warehouse and facilities are free from odor, toxic, and/or hazardous substance, or foreign matters that may cause adulteration/contamination of NFA stocks.
2. To remove unnecessary materials and equipment in the warehouse premises prior to the occupancy.
3. To undertake incidental repairs and improvements intended to guarantee the complete and unimpaired use of the leased premises.
4. During occupancy, the Lessor shall undertake necessary repairs of the leased warehouse and other facilities should the same be destroyed/damaged from any cause whatsoever not attributable to NFA's fault to protect the stock/properties of the latter from theft and/or exposures from the element of risks.
6. The lessor may provide at least two (2) additional fire extinguishers or other fire fighting equipment for the protection of the warehouse structure.
7. Any obligation or payables of the lessor to the NFA shall be automatically deducted from his/her collectibles.

N. SPECIAL PROVISIONS

1. Should the NFA make improvements on the leased premises, it shall have the right to remove the same at the termination of the lease and all improvements therein introduced shall be understood to remain always as property/(ies) of the NFA.
2. Damages on concrete pavement/flooring due to entry of trucks to load/unload stocks shall not be the liability of NFA. NFA shall not be liable for any damages to warehouse due to the negligence of drivers of private hauler contractors.
3. The NFA shall provide its own security services to secure the leased premises and the contents thereof. The Lessor shall not be answerable for any loss or damages to NFA's properties stored in the leased premises due to the following:
 - 3.1. Theft or pilferage unless the same is attributable to the Lessor, its agent, employees or security guards.

- 3.2. Force majeure such as war, civil commotion, fire, earthquake, flood, acts of God or any other cause beyond its control.
4. The Contractor shall not charge fees or other incidental expenses for NFA and its clients such as farmers, retailers and truckers on the use of roadways, parking and open spaces of the warehouse premises.
5. Violation of the Terms and Conditions by the Lessor shall entitle the Lessee to a penal sum equivalent to 25% of the total annual rental involved in the contract, without prejudice to other damages and expenses that NFA may suffer/incur as a consequence of this breach of contract.
6. If the Contractor fails to effect immediately the necessary repair of the warehouse, and other facilities should the same be destroyed/damaged from any cause whatsoever not attributable to NFA's fault in order to protect the stocks/properties of the latter from theft and/or exposures from the elements of risks, the NFA may avail itself of the following remedies:
- a. Undertake minor repairs, the cost of which shall be chargeable to the Contractor.
 - b. Suspension of payment of rent until necessary repair shall have been completed by the Contractor (Articles 1658 New Civil Code)
 - c. Rescission of the lease contract plus payment of damages (Articles 1659 of the Civil Code)
7. The NFA shall not be held responsible or liable for any complaint and claim for damages arising from cross infestation or contamination of psocids and other pests on commodities, tenants, residents in adjacent warehouses/communities.
8. The NFA reserves the right to terminate the contract at its option especially under the following conditions:
- 8.1. If the rate of utilization decreases to a level that is no longer operationally efficient for NFA.
 - 8.2. Failure of the Contractor to undertake repairs of the warehouse such that stocks and other logistical facilities/equipment are exposed to elements of risk.
9. The contract for warehouse lease may be terminated by either party for failure of the other to comply with the terms and conditions stipulated therein or if the warehouse may no longer be needed by NFA. Provided, however that a one (1) month prior written notice shall be given to the other party, without prejudice to whatever course(s) of action has accrued.
- However, if NFA cannot vacate the warehouse on the date the Contractor specifies in his letter notice, the NFA shall notify the Contractor for an extension of the pre-termination of the warehouse citing the reason/causes of its inability to vacate the warehouse and its premises; and

10. Should NFA be constrained to file a case to obtain court relief against the Contractor, the latter will hold itself liable to pay an amount equivalent to twenty percent (20%) of the amount claimed in the complaint as attorney's fees, aside from the cost of litigation and other expenses which may entitle the NFA to recover from the Contractor. Any and all actions arising from this Agreement which any party may decide to institute shall be filed with proper court in City of San Fernando, La Union.

O. ARBITRATION

Any and all disputes arising from the implementation of a contract covered by RA 9184 and its IRR-A shall be submitted to arbitration in the Philippines according to the provisions of RA No. 876, otherwise known as the "Arbitration Law". Provided, however, that disputes that are within the competence of the Construction Industry Arbitrary Commission to resolve shall be referred to. The process of arbitration shall be incorporated as a provision in the contract that will be executed pursuant to the provisions of the Act and its IRR-A. Provided, further, that by mutual agreement, the parties may agree in writing to resort to other alternatives/modes of dispute resolution.

P. EFFECTIVITY AND DURATION OF CONTRACT

1. There shall be only one (1) contract for a warehouse with two or more bays. In the event that stocks stored in one (1) bay or several bays are exhausted, the total warehouse rental shall be reduced by an amount corresponding to each vacated bay/s.
2. The contract shall become effective as of the date the NFA actually occupies the premises evidenced by a Certification of the date of actual occupancy by the Warehouse Supervisor and duly noted by the NFA Provincial Manager/Officer-In-Charge as the case may be, and shall expire at the end of the year or upon completion of withdrawal of stocks by NFA, whichever is applicable, unless sooner terminated for cause.
3. The contract shall also include the provision that should the Lessee continue to occupy the leased warehouse for fifteen (15) days after the expiration of the contract with the acquiescence of the Lessor and unless a notice to the contrary has previously been given, there is an implied new lease period depending on the term of payment as stated in the original contract. All other terms of the original contract shall be revived.

Q. PRE-TERMINATION OF THE CONTRACT

1. The contract for warehouse lease may be terminated by either party for failure of the other to comply with the terms and conditions stipulated therein or the warehouse may no longer be needed by NFA. Provided, however, that a 30 days prior written notice shall be given to the other party, without prejudice to whatever cause(s) of action has accrued.
2. However, should NFA fails to vacate the warehouse on the date specified in its letter-notice, the NFA shall notify the Contractor for an extension of the pre-termination of the warehouse citing the reasons/causes of its inability to vacate the warehouse and its premises.

R. ENTIRETY CLAUSE

No alterations, amendments, and/or modifications to the Contract shall be considered valid unless agreed upon by both parties contained in a duly notarized document.

S. VENUE OF ACTION

Legal actions arising out of or relating to this Contract shall be filed with any of the competent courts in City of San Fernando, La Union.

T. RESERVATION CLAUSE

The National Food Authority reserves the right to accept or reject any or all bids, to waive any formalities therein and to accept such bid as may be considered advantageous to the NFA or annul the bidding process and not award the contract at any time prior to contract award without incurring any liability to any bidder or party. Further, NFA assumes no obligation to compensate any bidder or party for any loss or expense incurred in the preparation of the bid or participation in the bidding process.

PREPARED BY: TECHNICAL WORKING GROUP (TWG)

SULPICIO A. TERRADO, JR.
Reg'l Oprns Officer-Member

ADORACION C. CHAN
Actg. Reg'l SQAQ-Member

ALEXIS A. CACHERO
Actg. Reg'l. Engineer-Member

RECOMMENDING APPROVAL: REGIONAL BIDS AND AWARDS COMMITTEE

RAMON B. CUARESMA
Provincial Manager - End-User Rep.

FREDERICK B. DULAY
Provincial Manager – Member

LOLITA O. SANEDRIN
Provincial Manager – Member

VERALEW DG. DE VERA
Provincial Manager/ Vice Chairperson

CECILIA A. CONCUBIERTA
Asst. Regional Director/Chairperson

APPROVED:

YOLANDA R. NAVARRO, Ph.D.
Regional Director & Head of Procuring Entity

Omnibus Sworn Statement

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;

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 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 *[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.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2020 at _____, Philippines.

Bidder's Representative/Authorized Signatory

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. _____ and his/her Community Tax Certificate No. _____ issued on ____ at ____.

Witness my hand and seal this ____ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

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 _____