



Bid Notice Abstract

Request for Proposal (RFP)

Reference Number 9696631
Procuring Entity MARITIME INDUSTRY AUTHORITY (MARINA)
Title PROCUREMENT OF A SERVICE PROVIDER FOR THE PREVENTIVE MAINTENANCE AND SERVICE (PMS) OF THE FIRE DETECTION AND ALARM SYSTEM (FDAS)-2ND POSTING
Area of Delivery Metro Manila

Solicitation Number:	2023-02-072	Status	Pending
Trade Agreement:	Implementing Rules and Regulations		
Procurement Mode:	Negotiated Procurement - Small Value Procurement (Sec. 53.9)	Associated Components	1
Classification:	Goods - General Support Services	Bid Supplements	0
Category:	Fire Fighting & Rescue and Safety Equipment	Document Request List	0
Approved Budget for the Contract:	PHP 160,000.00		
Delivery Period:	8 Month/s		
Client Agency:			
Contact Person:	DIR. ARSENIO F. LINGAD II The BAC Chairperson c/o BAC Office, 10th Floor, MARINA Bldg. A. Bonifacio Drive cor. 20th Street, Port Area Manila Metro Manila Philippines 1018 63-2-85246518 bacsec@marina.gov.ph	Date Published	27/04/2023
		Last Updated / Time	26/04/2023 11:25 AM
		Closing Date / Time	03/05/2023 12:00 PM
Description PROCUREMENT OF A SERVICE PROVIDER FOR THE PREVENTIVE MAINTENANCE AND SERVICE (PMS) OF THE FIRE DETECTION AND ALARM SYSTEM (FDAS)-2ND POSTING Please see attached files or you may visit https://marina.gov.ph/small-value-procurement/			

Created by DIR. ARSENIO F. LINGAD II
Date Created 26/04/2023

The PhilGEPS team is not responsible for any typographical errors or misinformation presented in the system. PhilGEPS only displays information provided for by its clients, and any queries regarding the postings should be directed to the contact person/s of the concerned party.



Republic of the Philippines
DEPARTMENT OF TRANSPORTATION



MARITIME INDUSTRY AUTHORITY

REQUEST FOR QUOTATION

DATE: _____

Name of Company : _____

Address : _____

Business Permit Number : _____

Company TIN Number : _____

PhilGEPS Registration Number (required): _____

Name of Representative & Designation : _____

The Maritime Industry Authority (MARINA) through its Bids and Awards Committee (BAC), intends to **PROCURE A SERVICE PROVIDER FOR THE PREVENTIVE MAINTENANCE AND SERVICE (PMS) OF THE FIRE DETECTION AND ALARM SYSTEM (FDAS) (2nd Posting)** for its **Management, Financial and Administrative Service (MFAS)** for CY 2023 in accordance with Section 53.9 (Negotiated Procurement – Small Value Procurement) of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184. The Approved Budget for the Contract (ABC) is **One Hundred Sixty Thousand Pesos only (P160,000.00)**. The period for the performance of the obligations shall not go beyond of the appropriations for this Procurement Project.

Please quote your **best offer** for the item/s described herein, **subject to the Terms and Conditions** provided at the last page of this Request for Quotation (RFQ). Submit your quotation duly signed by your representative **not later than 03 May 2023** at the MARINA BAC Office located at 10th Floor MARINA Building, Bonifacio Drive cor., 20th Street, Port Area, Manila, Philippines.

A copy of your **Valid Business/Mayor's Permit**, **PhilGEPS Registration Number**, **Business/Latest Income Tax Return** and **Omnibus Sworn Statement²** are required to be submitted along with your signed quotation/proposal.

For any clarification, you may contact Ms. Ellerie Torrente or Ms. Kristen Nicole Velasco at telephone no. **(+632) 8524-6518** or email address at bacsec@marina.gov.ph

Sgd.
ATTY. SHARON L. DE CHAVEZ-ALEDO
BAC Chairperson

¹ In case of recently expired Mayor's/Business permit, it shall be accepted together with its official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted after award of contract but before payment in accordance with item 6.2 of Government Procurement Policy Board (GPPB) Resolution No. 09-2020.

² In case of Unnotarized Omnibus Sworn Statement, it shall be accepted, provided that the notarized Omnibus Sworn Statement shall be submitted after award of contract but before payment in accordance with item 6.3 of GPPB No. 09-2020

²Manually filed tax returns or filed through the EFPS

BIDS AND AWARDS COMMITTEE

A. Bonifacio Avenue corner 20th Ave. corner Railroad Street, South Harbor, Port Area, Manila

(+632) 8524-6518 | marina.gov.ph | bacsec@marina.gov.ph

INSTRUCTIONS:

- (1) Accomplish this RFQ correctly and accurately.
- (2) Do not alter the content of this form in any way.
- (3) All technical specifications are mandatory. Failure to comply with any of the mandatory requirements will disqualify your quotation.
- (4) Failure to follow these instructions will disqualify your entire quotation.

Service Provider must state here either “**Comply**” or any equivalent term in the column “Service Provider’s Statement of Compliance” against each of the individual parameters of each specification. Please quote your **best offer** for the item/s below. Please do not leave any blank items. Indicate “0” if item being offered is for free.

After having carefully read and accepted the Terms and Conditions in the Request for Quotation, hereunder is our quotation for the item/s as follows:

S C O P E O F W O R K

PROCUREMENT OF A SERVICE PROVIDER FOR THE PREVENTIVE MAINTENANCE AND SERVICE (PMS) OF THE FIRE DETECTION AND ALARM SYSTEM (FDAS)				
Item	Description	Service Provider’s Statement of Compliance	Unit Cost (Vat Inclusive)	Total Cost (Vat Inclusive)
1 LOT	<p>a. The supply of supervision, labor, equipment, tools, and expertise for the Monthly Preventive Maintenance of Three Hundred Sixteen (316) units of Smoke Detectors, Twenty-six (26) units of Heat Detectors, fifty-six (56) units of manual pull alarms, and fifty-three (53) units of horn strobe located at the MARINA Central Office building, for a period of 8 months from May to December 2023.</p> <p>b. Conduct periodic inspection, preventive maintenance, incidental servicing, and emergency service, of the above-mentioned FDAS equipment as specified in the preceding paragraph.</p> <p>c. Systematically examine clean, system/program, and operational and functional tests including FDAS Control panel check.</p> <p>d. Provide twenty-four (24) hour service without additional charge and respond immediately to MARINA’s report of any malfunction, inoperability, and false alarm.</p>			

**The above quoted prices are inclusive of all costs and applicable taxes.*

Signature over Printed Name

Position/Designation

Office Telephone No.

Fax/Mobile No.

Email Address/es

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

CONDITIONS AND SUPPLIER RESPONSIBILITIES

PROCUREMENT OF A SERVICE PROVIDER FOR THE PREVENTIVE MAINTENANCE AND SERVICE (PMS) OF THE FIRE DETECTION AND ALARM SYSTEM (FDAS)			
Item	Description	Contract Term	Service Provider's Statement of Compliance
S1 LOT	SCOPE OF WORK <ol style="list-style-type: none"> a. The supply of supervision, labor, equipment, tools, and expertise for the Monthly Preventive Maintenance of Three Hundred Sixteen (316) units of Smoke Detectors, Twenty-six (26) units of Heat Detectors, fifty-six (56) units of manual pull alarms, and fifty-three (53) units of horn strobe located at the MARINA Central Office building, for a period of 8 months from May to December 2023. b. Conduct periodic inspection, preventive maintenance, incidental servicing, and emergency service, of the above-mentioned FDAS equipment as specified in the preceding paragraph. c. Systematically examine clean, system/program, and operational and functional tests including FDAS Control panel check. d. Provide twenty-four (24) hour service without additional charge and respond immediately to MARINA's report of any malfunction, inoperability, and false alarm. 	The term of the Service Agreement will be for the period of eight (8) months, from May to December 2023 effective upon receipt of the Notice to Proceed by the winning bidder	
	TERMS OF CONTRACT PERIOD <p>— The term of the Service Agreement will be for the period of eight (8) months, from May to December 2023 effective upon receipt of the Notice to Proceed by the winning bidder, extendable on a monthly basis while MARINA is procuring the new contract for the Preventive and Maintenance Service (PMS) of FDAS subject to the availability of funds.</p>		

	<p>RESPONSIBILITIES OF SERVICE PROVIDER</p> <ul style="list-style-type: none"> a. The Service Provider shall not make any changes or alterations to the existing mechanical equipment, circuits, circuit wiring, or sequencing, nor alter the original circuit or wiring design without the prior consent of MARINA. b. The Service Provider shall maintain records which shall include among others repair work performed, preventive Maintenance activity, spare parts replacement/utilized, any modifications to the equipment, and emergency services. c. The Service Provider shall advise the MFAS-GSD Maintenance Team of all defective and worn-out parts to be replaced, works done and the specified downtime to be undertaken to put the FDAS into normal operating condition. d. The Service Provider will carry out such repair and worn-out parts upon written approval by the Administrative MFAS Director. 		
	<p>OTHER CONDITIONS</p> <ul style="list-style-type: none"> a. The Service Provider represents and warrants that it has the capacity to perform its obligations and undertakings according to the terms and conditions of this project, and hereby agrees and warrants that it shall faithfully observe and comply therewith. b. The Service Provider shall assign trained and skilled personnel in its employ who are qualified to perform preventive maintenance of the FDAS and shall submit the curriculum vitae of the supervisor/s and operators assigned to the MARINA for approval prior to being assigned to the MARINA. The MARINA has the right to request for replacement of the Service Provider's personnel for whatever reason. c. The Service provider shall furnish tools, equipment, and cleaning supplies to carry out their duties and responsibilities. d. All the components and consumables to be supplied by the Service Provider have to be approved by the MARINA prior to use/installation. e. All work and services provided in this project are to be 		<p style="text-align: right;">Page 5</p>

	<p>performed during normal working hours on regular working days. The MARINA may request the Service Provider in writing, for work outside such times at no extra cost if it affects the operation at the MARINA Central Office Building. All works and services are not required to be carried out on public holidays except when the MARINA finds it necessary in its operation.</p> <p>f. MARINA shall have the sole option to cancel/terminate the contract at any time for violation of any of the terms and conditions thereof and/or, if in its judgment, the service it has rendered is substandard and/or unsatisfactory;</p> <p>g. The Contractor nor the MARINA will not allow any third party to do any repair work or replace any part or component of the subject equipment without written consent/approval of both parties.</p> <p>h. The Service Provider shall provide necessary Proper Protective Equipment to its employee and shall remove and dispose of gloves, gowns (suits), and other PPE being careful not to contaminate the wearer of office surfaces. All used PPE and cleaning materials shall be disposed of in sealed, plastic disposal.</p>		
	<p>SERVICE SCHEDULE</p> <p>— All regular services will be conducted during regular working hours, Monday to Friday from 8:00 a.m. to 5:00 p.m., Saturday, and Holidays when necessary, with no extra cost to MARINA.</p>		
	<p>ELIGIBILITY REQUIREMENTS</p> <p>— Prospective bidders shall have to submit the following documents:</p> <ol style="list-style-type: none"> 1. DTI Business Registration or SEC Certificate 2. Valid PhilGEPs Registration 3. Updated Business/Mayor's Permit 4. Income/Business Tax Return 5. Omnibus Sworn Statement 		
	<p>MARINA REQUIREMENTS</p> <p>— Prospective bidders shall acquire/submit the following requirements/documents stated below:</p> <p>a. Minimum one (1) year in the FDAS maintenance and repair industry.</p> <p>b. Have sufficient, qualified service technician</p>		<p>Page 6</p>

	<p>personnel, equipment, and materials to address all MARINA's issues/concerns effectively (list of technicians to be submitted to MARINA).</p> <p>c. Service Provider must submit Client Satisfaction Rating as proof of satisfactorily providing similar service with other government agency or private entity within one (1) year preceding the submission of the quotation.</p>		
	<p>LIQUIDATED DAMAGES</p> <p>— When the Service Provider fails to satisfactorily deliver services within the specified service schedule, inclusive of duly granted time extensions, if any, the Service Provider shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed services, for every day of delay until such services are finally delivered and accepted by the procuring entity concerned</p>		

Signature over Printed Name

Position/Designation

Office Telephone No.

Fax/Mobile No.

Email Address/es

F I N A N C I A L O F F E R

**PROCUREMENT OF A SERVICE PROVIDER FOR THE PREVENTIVE
MAINTENANCE AND SERVICE (PMS) OF THE FIRE DETECTION AND ALARM
SYSTEM (FDAS)**

Approved Budget for the Contract (ABC)	Total Offered Quotation
<i>One Hundred Sixty Thousand Pesos only (P160,000.00)</i>	<p>In words: _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>In figures: _____</p> <p>_____</p> <p>_____</p> <p>_____</p>

Terms of Payment:

- The **Preventive Maintenance Service Fee** shall be paid monthly upon submission of the following documents from the Service Provider subject to all applicable taxes:
- Letter Request for Payment; and,
 - Monthly Service Reports on the Preventive Maintenance of the FDAS complete with findings, recommendations, parts, and equipment that needs to be repaired or replaced duly signed by a MARINA authorized representative.

Payment Details:

Banking Institution : _____

Account Number : _____

Account Name : _____

Branch : _____

Signature over Printed Name

Position/Designation

Office Telephone No.

Fax/Mobile No.

Email Address/es

TERMS AND CONDITIONS:

1. Bidders shall provide correct and accurate information required in this form.
2. Price quotation/s must be valid for a period of *thirty (30) calendar days* from the date of submission.
3. Price quotation/s, to be denominated in Philippine peso shall include all taxes, duties and/or levies payable.
4. Quotations exceeding the Approved Budget for the Contract shall be rejected.
5. **All submissions in response to this RFQ shall be in hard copy only. Soft copies will not be entertained.**
6. Award of contract shall be made to lowest calculated and responsive quotation (for goods and infrastructure) or, the highest rated offer (for consulting services) which complies with the minimum technical specifications and other terms and conditions stated herein.
7. Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by you or any of your duly authorized representative/s.
8. The item/s shall be delivered according to the requirements specified in the Technical Specifications.
9. The MARINA shall have the right to inspect and/or to test the goods to confirm their conformity to the technical specifications.
10. In case two or more bidders are determined to have submitted the Lowest Calculated Quotation/Lowest Calculated and Responsive Quotation, the MARINA-BAC shall adopt and employ "draw lots" as the tie-breaking method to finally determine the single winning provider in accordance with GPPB Circular 06-2005.
11. **Payment shall be processed after delivery and upon the submission of the required supporting documents, in accordance with existing accounting rules and regulations. Please note that the corresponding bank transfer fee, if any, shall be chargeable to the supplier's account.**
12. Liquidated damages equivalent to one tenth of one percent (0.1%) of value of the goods not delivered within the prescribed delivery period shall be imposed per day of delay. The MARINA shall rescind the contract once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract. Without prejudice to other courses of action and remedies open to it.

Signature over Printed Name

Position/Designation



Republic of the Philippines
Department of Transportation
MARITIME INDUSTRY AUTHORITY

PURCHASE REQUEST

Office: MFAS Division/Section: GSD		PR No.: 2023-02-072 SAI No.: 13 FEB 2023			
Item No.	Unit	Item Description	Qty	Unit Cost	Total Cost
1	lot	Procurement of a Service Provider for the Preventive Maintenance and Service (PMS) of the Fire Detection and Alarm System (FDAS)	1		200,000.00
		xxxxx nothing follows xxxxx			
					200,000.00
Signature:		Requisitioning Officer			
Printed Name:		RODOLFO R. DIAWA			
Designation:		CHIEF, GSD-MFAS			
Purpose		To ensure continuous operation and prolong the useful life of the FDAS at the MARINA Central Office building.			
CERTIFICATION					
<input checked="" type="checkbox"/> FUNDS AVAILABLE <input type="checkbox"/> NO FUNDS AVAILABLE		ATTY. MARVIC S. RAMOS, CPA Chief, Budget Division			
		<input type="checkbox"/> Approved		<input type="checkbox"/> Disapproved	
Signature:		Atty. HERNANI N. FABIA			
Printed Name:		Administrator			
Designation:		MAR 2/13/23			
Note: Please indicate specific purpose other than "for official use of the Office." (e.g. monthly regular supplies, as per APP. special projects, etc.)					

INCLUDED IN THE APP FY 2023
CERTIFIED BY:
MELLANIE T. BALIN
Chief, Administrative Center

TERMS OF REFERENCE (TOR)

**PROCUREMENT OF A SERVICE PROVIDER FOR THE PREVENTIVE
MAINTENANCE AND SERVICE (PMS) OF THE FIRE DETECTION AND
ALARM SYSTEMS (FDAS)**

**MARINA Building, 20th street cor. A Bonifacio Drive,
Port Area (South), Manila**

TERMS OF REFERENCE (TOR)

PREVENTIVE MAINTENANCE AND SERVICE (PMS) OF THE FIRE DETECTION AND ALARM SYSTEM (FDAS) OF THE MARINA Building at 20th Street cor. Rail Road Street cor. Bonifacio Drive, South Harbor Manila

1. PURPOSE

The purpose of the Preventive Maintenance of **THE FIRE DETECTION AND ALARM SYSTEM (FDAS)** is to have periodic preventive maintenance to ensure continuous operation and prolong the useful life of the FDAS.

2. APPROVED BUDGET OF THE CONTRACT

The total Approved Budget for the Contract (ABC) for this procurement is One Hundred Sixty Thousand Pesos (P160,000.00), inclusive of all applicable national and local taxes.

3. CONTRACT PERIOD

The term of the Service Agreement will be for the period of eight (8) months, from May to December 2023 effective upon receipt of the Notice to Proceed by the winning bidder, extendable on a monthly basis while MARINA is procuring the new contract for the Preventive and Maintenance Service (PMS) of FDAS subject to the availability of funds.

4. SCOPE OF WORK

- a. The supply of supervision, labor, equipment, tools, and expertise for the Monthly Preventive Maintenance of Three Hundred Sixteen (316) units of Smoke Detectors, Twenty-six (26) units of Heat Detectors, fifty-six (56) units of manual pull alarms, and fifty-three (53) units of horn strobe located at the MARINA Central Office building, for a period of 8 months from May to December 2023.
- b. Conduct periodic inspection, preventive maintenance, incidental servicing, and emergency service, of the above-mentioned FDAS equipment as specified in the preceding paragraph.
- c. Systematically examine clean, system/program, and operational and functional tests including FDAS Control panel check.
- d. Provide twenty-four (24) hour service without additional charge and respond immediately to MARINA's report of any malfunction, inoperability, and false alarm.

5. RESPONSIBILITIES OF SERVICE PROVIDER

- a. The Service Provider shall not make any changes or alterations to the existing mechanical equipment, circuits, circuit wiring, or sequencing, nor alter the original circuit or wiring design without the prior consent of MARINA.
- b. The Service Provider shall maintain records which shall include among others repair work performed, preventive Maintenance activity, spare parts replacement/utilized, any modifications to the equipment, and emergency services.
- c. The Service Provider shall advise the MFAS-GSD Maintenance Team of all defective and worn-out parts to be replaced, works done and the specified downtime to be undertaken to put the FDAS into normal operating condition.
- d. The Service Provider will carry out such repair and worn-out parts upon written approval by the Administrative MFAS Director.

6. OTHER CONDITIONS

- a. The Service Provider represents and warrants that it has the capacity to perform its obligations and undertakings according to the terms and conditions of this project, and hereby agrees and warrants that it shall faithfully observe and comply therewith.
- b. The Service Provider shall assign trained and skilled personnel in its employ who are qualified to perform preventive maintenance of the FDAS and shall submit the curriculum vitae of the supervisor/s and operators assigned to the MARINA for approval prior to being assigned to the MARINA. The MARINA has the right to request for replacement of the Service Provider's personnel for whatever reason.
- c. The Service provider shall furnish tools, equipment, and cleaning supplies to carry out their duties and responsibilities.
- d. All the components and consumables to be supplied by the Service Provider have to be approved by the MARINA prior to use/installation.
- e. All work and services provided in this project are to be performed during normal working hours on regular working days. The MARINA may request the Service Provider in writing, for work outside such times at no extra cost if it affects the operation at the MARINA Central Office Building. All works and services are not required to be carried out on public holidays except when the MARINA finds it necessary in its operation.
- f. MARINA shall have the sole option to cancel/terminate the contract at any time for violation of any of the terms and conditions thereof and/or if, in its judgment, the service it has rendered is substandard and/or unsatisfactory;
- g. The Contractor nor the MARINA will not allow any third party to do any repair work or replace any part or component of the subject equipment without written consent/approval of both parties.

- h. The Service Provider shall provide necessary Proper Protective Equipment to its employee and shall remove and dispose of gloves, gowns (suits), and other PPE being careful not to contaminate the wearer of office surfaces. All used PPE and cleaning materials shall be disposed of in sealed, plastic disposal.

7. SERVICE SCHEDULE

All regular services will be conducted during regular working hours, Monday to Friday from 8:00 a.m. to 5:00 p.m., Saturday, and Holidays when necessary, with no extra cost to MARINA.

8. MARINA REQUIREMENTS

Prospective bidders shall acquire/submit the following requirements/documents stated below:

- a. Minimum one (1) year in the FDAS maintenance and repair industry.
- b. Have sufficient, qualified service technician personnel, equipment, and materials to address all MARINA's issues/concerns effectively (list of technicians to be submitted to MARINA).
- c. Service Provider must submit a verifiable Client Satisfaction Rating as proof of satisfactorily providing similar service with another government agency or private entity within one (1) year preceding the submission of the quotation.

9. ELIGIBILITY REQUIREMENTS

Prospective bidders shall have to submit the following documents:

1. DTI Business Registration or SEC Certificate
2. Valid PhilGEPs Registration
3. Updated Business/Mayor's Permit
4. Income/Business Tax Return
5. Omnibus Sworn Statement

10. PAYMENT TERM

- a. The **Preventive Maintenance Service Fee** shall be paid monthly upon submission of the following documents from the Service Provider subject to all applicable taxes:
 - Letter Request for Payment; and,
 - Monthly Service Reports on the Preventive Maintenance of the FDAS complete with findings, recommendations, parts, and equipment that

needs to be repaired or replaced duly signed by a MARINA authorized representative.

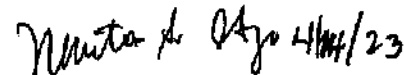
11. LIQUIDATED DAMAGES

- a. When the Service Provider fails to satisfactorily deliver services within the specified service schedule, inclusive of duly granted time extensions, if any, the Service Provider shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed services, for every day of delay until such services are finally delivered and accepted by the procuring entity concerned

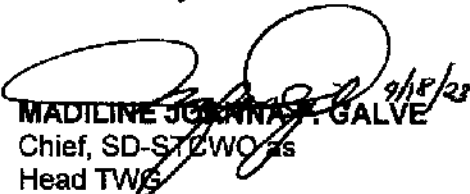
Prepared by:


RODOLFO R. DIAWA
Chief, GSD - MFAS

Recommending Approval:


NENITA S. ATIENZA
Director II, MFAS

Reviewed by:


MADILENE J. GALVE
Chief, SD-STWOW as
Head TWG


ARSENIO E. LINGAD, II
Director II, MDS as
BAC Chairperson

APPROVED / ~~DISAPPROVED~~:


ATTY. HERNANI N. FABIA
Administrator

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]