



## Bid Notice Abstract

### Request for Quotation (RFQ)

**Reference Number** 9437821  
**Procuring Entity** MARITIME INDUSTRY AUTHORITY (MARINA)  
**Title** SUPPLY AND DELIVERY OF PURIFIED DRINKING WATER FOR MARINA CENTRAL OFFICE  
**Area of Delivery** Metro Manila

|  |  |                              |                     |
|--|--|------------------------------|---------------------|
| <b>Solicitation Number:</b>  | 2023-01-020  | <b>Status</b>                | <b>Pending</b>      |
| <b>Trade Agreement:</b>  | Implementing Rules and Regulations   |                              |                     |
| <b>Procurement Mode:</b>   | Negotiated Procurement - Small Value Procurement (Sec. 53.9)   | <b>Associated Components</b> | 1                   |
| <b>Classification:</b>   | Goods - General Support Services   | <b>Bid Supplements</b>       | 0                   |
| <b>Category:</b>   | Water and Waste Water Treatment Supply & Disposal  | <b>Document Request List</b> | 0                   |
| <b>Approved Budget for the Contract:</b>   | PHP 450,000.00   | <b>Date Published</b>        | 31/01/2023          |
| <b>Delivery Period:</b>  | 12 Month/s   | <b>Last Updated / Time</b>   | 30/01/2023 13:18 PM |
| <b>Client Agency:</b>  |  | <b>Closing Date / Time</b>   | 03/02/2023 13:00 PM |
| <b>Contact Person:</b>   | DIR. ARSENIO F. LINGAD II<br>The BAC Chairperson<br>c/o BAC Office,10th Floor,MARINA Bldg.<br>A. Bonifacio Drive cor. 20th Street,<br>Port Area<br>Manila<br>Metro Manila<br>Philippines 1018<br>63-2-85246518<br><br>bacsec@marina.gov.ph |                              |                     |
| <b>Description</b>   |  |                              |                     |
| SUPPLY AND DELIVERY OF PURIFIED DRINKING WATER FOR MARINA CENTRAL OFFICE FOR CY 2023 |  |                              |                     |

**Created by** DIR. ARSENIO F. LINGAD II

**Date Created** 30/01/2023

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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 FOR THE SUPPLY AND DELIVERY OF PURIFIED DRINKING WATER** 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 **Four Hundred Fifty Thousand Pesos only (P450,000.00)**. 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 of February 2023** at the MARINA BAC Office located at 10<sup>th</sup> Floor MARINA Building, Bonifacio Drive cor., 20<sup>th</sup> 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 Statement<sup>2</sup>** 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](mailto:bacsec@marina.gov.ph)

  
**DIR. ARSENIO F. LINGAD II**  
BAC Chairperson

<sup>1</sup> 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.

<sup>2</sup> 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

<sup>3</sup>Manually filed tax returns or filed through the EFPS

**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:

**SCOPE OF WORK**

**SUPPLY AND DELIVERY OF PURIFIED DRINKING WATER**

| Item     | Description  | Service Provider's Statement of Compliance | Unit Cost (Vat Inclusive) | Total Cost (Vat Inclusive) |
|----------|--|--|---------------------------|----------------------------|
| 1<br>LOT | <b>Scope of Work</b>   |  |                           |                            |
|          | 1. The Supplier shall deliver clean, safe and healthy to drink Purified Drinking Water for MARINA Central Office.  |  |                           |                            |
|          | 2. The Supplier shall supply and deliver approximately forty (45) round bottles of five (5) - gallon a day of purified drinking water or as may be required by the MARINA or maximum of 10,800 containers of five (5) gallons from January to December 2023. |  |                           |                            |
|          | 3. The Supplier shall provide the MARINA with free use of sixty (60) units of Hot and Cold Water Dispensers in good working conditions.  |  |                           |                            |
|          | 4. The Supplier must conduct a monthly maintenance cleaning of the dispensers and immediately replace defective dispensers without cost to the MARINA.   |  |                           |                            |
|          | 5. The Supplier must conduct a bi-monthly water test to be conducted by Department of Health (DOH) accredited water laboratory testing center. The Supplier must submit to MARINA copy of the test results.  |  |                           |                            |

|  |   |  |  |  |
|--|---|--|--|--|
|  | <p><b>Specifications</b></p> <ol style="list-style-type: none"> <li>1. Product Specifications - drinking water shall conform to the water quality standards prescribed or tested by accredited Department of Health (DOH) Laboratories.             <ol style="list-style-type: none"> <li>1.1 Microbiological Test – be tested at least once a month</li> <li>1.2 Physico-chemical Test – be tested at least two times a year</li> </ol> </li> <li>2. Packaging and Labelling             <ol style="list-style-type: none"> <li>2.1 All water containers must be made of food-grade plastic, tamper-proof, dent- free, leak-free, with plastic rims at the bottom and packed / covered by plastic materials.</li> <li>2.2 The name and address of the manufacturer shall be indicated on the label.</li> <li>2.3 The type of water, such as purified, spring water or distilled water should be prominently printed on the principal display pane.</li> <li>2.4 Brand name should not be misleading or in any way misrepresent the true nature of the product and conform to government existing regulations governing brand names.</li> <li>2.5 Claims relating to the absence of certain contaminants shall be prohibited unless supported by consistent laboratory test results obtained or issued by recognized testing institution.</li> </ol> </li> </ol> |  |  |  |
|--|---|--|--|--|

*\*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**

| <b>SUPPLY AND DELIVERY OF PURIFIED DRINKING WATER</b> |   |   |  |
|---|---|---|--|
| Item  | Description   | Contract Term   | Service Provider's Statement of Compliance |
| S1<br>LOT   | <p><b>Scope of Work</b></p> <ol style="list-style-type: none"> <li>1. The Supplier shall deliver clean, safe and healthy to drink Purified Drinking Water for MARINA Central Office.</li> <li>2. The Supplier shall supply and deliver approximately forty (45) round bottles of five (5) - gallon a day of purified drinking water or as may be required by the MARINA or maximum of 10,800 containers of five (5) gallons from January to December 2023.</li> <li>3. The Supplier shall provide the MARINA with free use of sixty (60) units of Hot and Cold Water Dispensers in good working conditions.</li> <li>4. The Supplier must conduct a monthly maintenance cleaning of the dispensers and immediately replace defective dispensers without cost to the MARINA.</li> <li>5. The Supplier must conduct a bi-monthly water test to be conducted by Department of Health (DOH) accredited water laboratory testing center. The Supplier must submit to MARINA copy of the test results.</li> </ol> | <p>Shall be for a period of one (1) year effective upon receipt of the Notice to Proceed and until the duration of the contract on 31 December 2023</p> |  |
|   | <p><b>Specifications</b></p> <ol style="list-style-type: none"> <li>1. Product Specifications - drinking water shall conform to the water quality standards prescribed or tested by accredited Department of Health (DOH) Laboratories.               <ol style="list-style-type: none"> <li>1.2 Microbiological Test – be tested at least once a month</li> <li>1.2 Physico-chemical Test – be tested at least two times a year</li> </ol> </li> <li>2. Packaging and Labelling               <ol style="list-style-type: none"> <li>2.1 All water containers must be made of food-grade plastic, tamper-proof, dent- free, leak-free, with plastic rims at the bottom and packed / covered by plastic materials.                   <ol style="list-style-type: none"> <li>a. The name and address of the manufacturer</li> </ol> </li> </ol> </li> </ol>  |   |  |

|   |  |               |
|---|--|---------------|
| <p>shall be indicated on the label.</p> <ul style="list-style-type: none"> <li>b. The type of water, such as purified, spring water or distilled water should be prominently printed on the principal display pane.</li> <li>c. Brand name should not be misleading or in any way misrepresent the true nature of the product and conform to government existing regulations governing brand names.</li> <li>d. Claims relating to the absence of certain contaminants shall be prohibited unless supported by consistent laboratory test results obtained or issued by recognized testing institution.</li> </ul>  |  |               |
| <p><b>Other Terms and Conditions</b></p> <ol style="list-style-type: none"> <li>1. The Supplier must comply with the provision of the Code of Sanitation of the Philippines as well as the provision of Administrative Order 2007-0012, Philippine National Standards for Drinking Water 2007 of the DOH, including certified true copies of test results required by DOH.</li> <li>2. The Supplier shall secure all the necessary and applicable permits or licenses by all government and regulatory agencies to operate and sell purified drinking water not mentioned in this TOR.</li> <li>3. The Supplier guarantees to deliver to MARINA at least 225 bottles of purified water on a weekly basis or at least twice a week of not less than 113 bottles.</li> <li>4. The Supplier shall have at least 2-years experience for the last five (5) years in supplying at least 50% (23 bottles) of the daily requirement of purified drinking water of MARINA.</li> <li>5. The Supplier shall notify the MARINA immediately of impending/possible occurrence of non-delivery of goods.</li> <li>6. The Supplier should have an office within Metro Manila.</li> <li>7. The penalty for non-delivery of goods shall be one-tenth (1/10) of one percent (1%) of the total contract price each day.</li> <li>8. Payment will be subject to existing tax rules.</li> </ol> |  |               |
| <p><b>Documentary Requirements</b></p> <ol style="list-style-type: none"> <li>1. Letter of Intent and quotation</li> </ol>  |  | <p>Page 5</p> |

|  |  |  |  |
|--|--|--|--|
|  | <ol style="list-style-type: none"> <li>2. Valid Business or Mayor' Permit</li> <li>3. Updated Philgeps registration</li> <li>4. Updated ITR</li> <li>5. Omnibus Sworn Statement</li> <li>6. Certified True Copy of Certificate of Sanitation with test results required by DOH.</li> </ol>   |  |  |
|  | <p><b>Effectivity</b></p> <p>— The supply and delivery of purified drinking water shall be for a period of one (1) year effective upon receipt of the Notice to Proceed and until the duration of the contract on 31 December 2023, extendable on a monthly basis while MARINA is procuring the new contract for the supply and delivery of the purified drinking water, subject to availability of funds.</p> |  |  |

\_\_\_\_\_  
Signature over Printed Name

\_\_\_\_\_  
Position/Designation

\_\_\_\_\_  
Office Telephone No.

\_\_\_\_\_  
Fax/Mobile No.

\_\_\_\_\_  
Email Address/es

**FINANCIAL OFFER**  
**SUPPLY AND DELIVERY OF PURIFIED DRINKING WATER**

| Approved Budget for the Contract (ABC)                                     | Total Offered Quotation   |
|--|---|
| <p><b>Four Hundred Fifty Thousand<br/>Pesos only<br/>(P450,000.00)</b></p> | <p>In words: _____</p> <p>_____</p> <p>_____</p> <p>In figures: _____</p> <p>_____</p> <p>_____</p> |

**Terms of Payment:**

- Payment shall be made to the Supplier on a monthly billing basis and after 15 calendar days upon MARINA's receipt of billing/statement of account subject to the submission of the following by the Supplier:
  - Summary of Delivery Receipts for the month
  - Payment shall be based on the actual delivered goods
  - Copy of water test results

**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



**MARITIME INDUSTRY AUTHORITY**

**TERMS OF REFERENCE**

|          |   |
|----------|---|
| Project  | SUPPLY AND DELIVERY OF PURIFIED DRINKING WATER<br>MARINA CENTRAL OFFICE                       |
| Location | 10 <sup>th</sup> Floor A Bonifacio Drive corner 20 <sup>th</sup> Street, Port Area,<br>Manila |
| ABC      | Php450,000.00, inclusive of all applicable government taxes                                   |

**A. OBJECTIVES**

- 1.1 Provide one (1) year supply of purified drinking water for the MARINA personnel as well as its guests/visitors;
- 1.2. Enter into a contract with a supplier of purified drinking water; and
- 1.3. Select a supplier who can provide the highest degree of quality of purified drinking water, with a financial proposal advantageous to the government.

**B. SCOPE OF WORK**

1. The Supplier shall deliver clean, safe and healthy to drink Purified Drinking Water for MARINA Central Office.
2. The Supplier shall supply and deliver approximately forty (45) round bottles of five (5) - gallon a day of purified drinking water or as may be required by the MARINA or maximum of 10,800 containers of five (5) gallons from January to December 2023.
3. The Supplier shall provide the MARINA with free use of sixty (60) units of Hot and Cold Water Dispensers in good working conditions.
4. The Supplier must conduct a monthly maintenance cleaning of the dispensers and immediately replace defective dispensers without cost to the MARINA.
5. The Supplier must conduct a bi-monthly water test to be conducted by Department of Health (DOH) accredited water laboratory testing center. The Supplier must submit to MARINA copy of the test results.

**C. SPECIFICATIONS**

1. Product Specifications - drinking water shall conform to the water quality standards prescribed or tested by accredited Department of Health (DOH) Laboratories.
  - 1.1 Microbiological Test – be tested at least once a month
  - 1.2 Physico-chemical Test – be tested at least two times a year
2. Packaging and Labelling
  - 2.1 All water containers must be made of food-grade plastic, tamper-proof, dent-free, leak-free, with plastic rims at the bottom and packed / covered by plastic materials.

- 2.2 The name and address of the manufacturer shall be indicated on the label.
- 2.3 The type of water, such as purified, spring water or distilled water should be prominently printed on the principal display pane.
- 2.4 Brand name should not be misleading or in any way misrepresent the true nature of the product and conform to government existing regulations governing brand names.
- 2.5 Claims relating to the absence of certain contaminants shall be prohibited unless supported by consistent laboratory test results obtained or issued by recognized testing institution.

#### **D. TERMS OF PAYMENT**

Payment shall be made to the Supplier on a monthly billing basis and after 15 calendar days upon MARINA's receipt of billing/statement of account subject to the submission of the following by the Supplier:

- Summary of Delivery Receipts for the month –
- Payment shall be based on the actual delivered goods –
- Copy of water test results

#### **E. OTHER TERMS AND CONDITIONS**

1. The Supplier must comply with the provision of the Code of Sanitation of the Philippines as well as the provision of Administrative Order 2007-0012, Philippine National Standards for Drinking Water 2007 of the DOH, including certified true copies of test results required by DOH.
2. The Supplier shall secure all the necessary and applicable permits or licenses by all government and regulatory agencies to operate and sell purified drinking water not mentioned in this TOR.
3. The Supplier guarantees to deliver to MARINA at least 225 bottles of purified water on a weekly basis or at least twice a week of not less than 113 bottles.
4. The Supplier shall have at least 2-years experience for the last five (5) years in supplying at least 50% (23 bottles) of the daily requirement of purified drinking water of MARINA.
5. The Supplier shall notify the MARINA immediately of impending/possible occurrence of non-delivery of goods.
6. The Supplier should have an office within Metro Manila.
7. The penalty for non-delivery of goods shall be one-tenth (1/10) of one percent (1%) of the total contract price each day.
8. Payment will be subject to existing tax rules.

#### **F. DOCUMENTARY REQUIREMENTS**

1. Letter of Intent and quotation
2. Valid Business or Mayor Permit
3. Updated Philgeps registration
4. Updated ITR
5. Omnibus Sworn Statement

6. Certified True Copy of Certificate of Sanitation with test results required by DOH.

**G. EFFECTIVITY**

The supply and delivery of purified drinking water shall be for a period of one (1) year effective upon receipt of the Notice to Proceed and until the duration of the contract on 31 December 2023, extendable on a monthly basis while MARINA is procuring the new contract for the supply and delivery of the purified drinking water, subject to availability of funds.

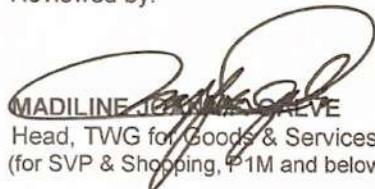
Submitted by:

  
**RODOLFO R. DIAWA**  
Chief, GSD

Recommending Approval

*Nenita S. Atienza 12/9/22*  
**NENITA S. ATIENZA**  
Director II, MFAS

Reviewed by:

  
**MADILINE J. GARCIA**  
Head, TWG for Goods & Services  
(for SVP & Shopping, P1M and below)



Republic of the Philippines  
Department of Transportation  
**MARITIME INDUSTRY AUTHORITY**

**PURCHASE REQUEST**

| Office: MFAS<br>Division/Section: GSD   |      | PR No.: <u>2023-01-020</u> JAN 18 2023<br>SAI No.:   |     |                                      |            |
|---|------|--|-----|--------------------------------------|------------|
| Item No.  | Unit | Item Description   | Qty | Unit Cost                            | Total Cost |
| 1   | lot  | Supply and Delivery of Purified Drinking Water for MARINA Central Office<br>Period Covered: January-December 2023<br>xxxxx nothing follows xxxxx | 1   |                                      | 450,000.00 |
|   |      |  |     |                                      | 450,000.00 |
| Signature:  |      | Requisitioning Officer   |     |                                      |            |
| Printed Name:   |      | <u>RODOLFO R. DIAWA</u>  |     |                                      |            |
| Designation:  |      | CHIEF, GSD-MFAS  |     |                                      |            |
| Purpose:  |      | Daily supply of purified drinking water for MARINA employees.  |     |                                      |            |
|   |      | <b>CERTIFICATION</b>   |     |                                      |            |
| <input checked="" type="checkbox"/> FUNDS AVAILABLE<br><input type="checkbox"/> NO FUNDS AVAILABLE  |      | ATTY. <u>MARVIC S. RAMOS, CPA</u><br>Chief, Budget Division  |     |                                      |            |
|   |      | <input type="checkbox"/> Approved  |     | <input type="checkbox"/> Disapproved |            |
| Signature:  |      | <u>Marni N. Fabia</u>  |     |                                      |            |
| Printed Name:   |      | Atty. <u>HERNANI N. FABIA</u>  |     |                                      |            |
| Designation:  |      | Administrator  |     |                                      |            |
| 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  
[Signature]  
**MELANIE T. BALIN** 1/18/23  
 Chief, Administrative Office

## 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]*