

Bid Notice Abstract

Request for Quotation (RFQ)

Reference Number 8475623

Procuring Entity MARITIME INDUSTRY AUTHORITY (MARINA)

Title PROCUREMENT OF MAINTENANCE OF EMAIL SYSTEM - 2ND POSTING

Area of Delivery Metro Manila

| Solicitation Number: | 2022-02-049 | Status | Pending |
|-----------------------------------|--|-----------------------|---------------------|
| Trade Agreement: | Implementing Rules and Regulations | | |
| Procurement Mode: | Negotiated Procurement - Small Value Procurement (Sec. 53.9) | Associated Components | 1 |
| Classification: | Goods | | |
| Category: | Information Technology Parts & Accessories & Perip | Bid Supplements | 0 |
| Approved Budget for the Contract: | PHP 200,000.00 | | |
| Delivery Period: | 20 Day/s | Document Request List | 0 |
| Client Agency: | | | |
| Contact Person: | VADM Rene V. Medina AFP (Ret) The BAC Chairperson c/o BAC Office,10th | Date Published | 01/03/2022 |
| | Floor,MARINA Bldg. A. Bonifacio Drive cor. 20th Street, Port Area Manila | Last Updated / Time | 28/02/2022 12:00 PM |
| | Metro Manila Philippines 1018 63-2-85246518 | Closing Date / Time | 04/03/2022 13:00 PM |
| | bacsec@mail.marina.gov.ph | | |

Description

PROCUREMENT OF MAINTENANCE OF EMAIL SYSTEM - 2ND POSTING

Please see attached file.

You may visit our website at marina.gov.ph (under transparency tab)

Other Information

Only original RFQ with fresh signature is acceptable by BAC.

 $\label{eq:RFQ} \textbf{RFQ} \ \text{with price quotation and bears fresh signature must be received by the BAC before closing date \& time.}$

RFQ submitted after closing date & time is automatically disqualified.

Created by VADM Rene V. Medina AFP (Ret)

Date Created 28/02/2022

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.

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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 Standards of Training, Certification and Watchkeeping Office (STCWO) through its Bids and Awards Committee (BAC), intends to PROCURE MAINTENANCE OF EMAIL SYSTEM - 2ND POSTING for CY 2022 in accordance with Section 53.9 (Negotiated Procuremet - Small Value Procurement) of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184. The Approved Budget for the Contract (ABC) is Two Hundred Thousand Pesos only (P200,000.00). 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 04 March 2022 at the MARINA BAC Office located at 10th Floor MARINA Building, Bonifacio Drive cor., 20th Street, Port Area, Manila, Philippines.

A copy of your 2022 Business/Mayor's Permit^{1,} PhilGEPS Registation Number, Omnibus Sworn Statement² and Latest Income Tax Return³ are required to be submitted along with your signed quotation/proposal.

Qualification of the Supplier. The supplier must have atleast one (1) experience in supplying email system or maintenance of email system with in the last two (2) years⁴ and the supplier must submit alteast two (2) Client Satisfactory Certificates related to Information Technology Projects.

For any clarification, you may contact Ms. Mira Daguio or Ms. MaricelCabailo at telephone no. (+632) 8524-6518

> (Sgd.) ATTY. KORINA MAE V. PIMENTEL Head, BAC Secretariat

years.

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
³ Manually filed tax returns or filed through the EFPS

⁴ Submit clear copy of atleast one certficate or any proof of experience in supplying email system or maintenance of email system with in the last two (2)

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.

Supplier's must state here either "Comply" or any equivalent term in the column "Supplier'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:

TECHNICAL SPECIFICATION

| | ND POSTIN | G | | |
|----------|---|--|---------------------------------|----------------------------------|
| Item | Description | Supplier's Statement of Compliance | Unit Cost (Vat Inclusive) | Total Cost (Vat Inclusive) |
| 1 LOT | A.Mobilization: a.1. Perform Monthly Email Server Maintenance a.2. Provide the necessary expert advice, project management and manpower to perform the proposed scope of works. B.Project Management: b.1. The Bidder shall appoint a contact person who will be responsible for the coordination and management of the project throughout its completion. He/She will be the primary interface in coordinating efforts and tasks for the delivery and implementation of the project. b.2. The Bidder shall provide project management, including planning, consultancy services and overall supervision and implementation of the project. C.Support c.1. Local Support Services -1 Year Support coverage 24x7 Covers Zimbra Collaboration Server (Email System) and Operating systems Email,phone,Remote and on-site (for Severity 1) c.2. Technical Support Support Ticket status updates Level 1 and Level 2 Support Status reporting D.Scope Email Server Maintenance Monitoring of Zimbra Daemon Installation and configuration of security apps in the email server Physical server status monitoring using server and | | | |

| Re-configuration when necessary Renewal of SSL certificate for the server when necessary Configuration of server parameters Case to case on-site visit for critical issues |
|---|
| Warranty The warranty shall be for a period of One (1) year. |
| Support |
| - The Bidder shall provide daily 8 by 5 phone, email, and remote support with critical level onsiteassistance |
| - The Bidder must provide a One (1) hour response time upon receipt of call and four (4) hours for onsite support. |
| - If the problem was not resolved by service desk support, the bidder must provide an onsite technical support. A service report must be provided every after onsite technical support. |
| - The bidder must provide the procedure on support and issue escalation. |
| The Bidder must provide a monthly health check during the maintenance period to ensure that the email system is working properly. |

^{*}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.

SCHEDULE OF REQUIREMENTS

| PROCUREMENT OF MAINTENANCE OF EMAIL SYSTEM – 2ND POSTING | | | | | |
|--|---|---|--|--|--|
| Item | Description | Delivery Date | Bidders Statement of Compliance in Delivery Date | | |
| 1 LOT | A. Mobilization: a.1. Perform Monthly Email Server Maintenance a.2. Provide the necessary expert advice, project management and manpower to perform the proposed scope of works. B. Project Management: b.1. The Bidder shall appoint a contact person who will be responsible for the coordination and management of the project throughout its completion. He/She will be the primary interface in coordinating efforts and tasks for the delivery and implementation of the project. b.2. The Bidder shall provide project management, including planning, consultancy services and overall supervision and implementation of the project. C.Support c.1. Local Support Services -1 Year Support coverage 24x7 • Covers Zimbra Collaboration Server (Email System) and Operating systems • Email,phone,Remote and on-site (for Severity 1) c.2. Technical Support • Support Ticket status updates • Level 1 and Level 2 Support • Status reporting D. Scope Email Server Maintenance • Monitoring of Zimbra Daemon • Installation and configuration of security apps in the email server • Physical server status monitoring using server and network monitoring applications • Re-configuration when necessary • Renewal of SSL certificate for the server when necessary • Configuration of server parameters • Case to case on-site visit for critical issues | Twenty (20) Working Days upon Receipt of Purchase Order (PO) /Notice to Proceed | | | |
| | Warranty | (NTP) | | | |
| | The warranty shall be for a period of One (1) year. | | | | |
| | The Bidder shall provide daily 8 by 5 phone, email, and remote support with critical level onsiteassistance The Bidder must provide a One (1) hour response time upon receipt of call and four (4) hours for onsite support. If the problem was not resolved by service desk support, the bidder must provide an onsite technical support. A service report must be provided every after onsite technical support. The bidder must provide the procedure on support and issue escalation. The Bidder must provide a monthly health check during the maintenance period to ensure that the email system is working properly. | | | | |

CONFIDENTIALITY

- Information or rights acquired and obtained from MARINA, including but not limited to any and all obligations prior to the termination or expiration hereof and provisions on confidentiality and proprietary rights, will remain in effect after termination of the service rendered to the MARINA. Hence, the undertaking of the bidder not to disclose and to keep information confidential shall subsist even after the expiration or termination its obligation to MARINA nor can the bidder, at any time, disclose that the bidder was engaged by MARINA for the Maintenance of Email System.
- Records, documents, reports, relevant data and other supporting records of materials complied and prepared in the
 courses of the performance of the service shall be absolute properties of MARINA and shall not be used by the bidder for
 purposes not related to this agreement without prior written approval of MARINA.

FINANCIAL OFFER

| PROCUREMENT OF MAINTENANCE OF EMAIL SYSTEM – 2ND POSTING | | | | |
|---|--------------------------------|--|--|--|
| Approved Budget for the Contract (ABC) | Total Offered Quotation | | | |
| | In words: | | | |
| Two Hundred Thousand Pesos only (P200,000.00 | In figures: | | | |
| Terms of Payment: The payment shall be made on monthly basis for Twelve (12) Months upon issuance of the Billing Statement and Accomplishment Report on a Bank-to-Bank basis. Automatic Debit Arrangement (ADA) through Land Bank of the Philippines (LBP) facilities, for other Commercial Bank, applicable bank charges shall be for the account of supplier. The supplier shall submit bank details together with billing statement/invoice for read reference. 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. Only original RFQ with fresh signature is acceptable. All submission in response to this RFQ shall be in hard copy only. Softcopies will not be entertained.
- 3. Price quotation/s must be valid for a period of *thirty (30) calendar days* from the date of submission.
- 4. Price quotation/s, to be denominated in Philippine peso shall include all taxes, duties and/or levies payable.
- 5. RFQ with price quotation and bears fresh signature must be received by the MARINA-BAC before closing date & time.
- Quotations exceeding the Approved Budget for the Contract shall be rejected.
- 7. RFQ Submitted after closing date & time is automatically disqualified.
- 8. 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.
- 9. 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.
- 10. The item/s shall be delivered according to the requirements specified in the Technical Specifications.
- 11. The MARINA shall have the right to inspect and/or to test the goods to confirm their conformity to the technical specifications.
- 12. 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.
- 13. 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.
- 14. 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 | on/D | esignati | on |



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 **Standards of Training, Certification and Watchkeeping Office (STCWO)** through its Bids and Awards Committee (BAC), intends to **PROCURE MAINTENANCE OF EMAIL SYSTEM** for CY 2022 in accordance with Section 53.9 (Negotiated Procuremet – Small Value Procurement) of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184. The Approved Budget for the Contract (ABC) is **Two Hundred Thousand Pesos only (P200,000.00)**. 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 15 of February 2022** at the MARINA BAC Office located at 10th Floor MARINA Building, Bonifacio Drive cor., 20th Street, Port Area, Manila, Philippines.

A copy of your 2022 Business/Mayor's Permit^{1,} PhilGEPS Registation Number, Omnibus Sworn Statement² and Latest Income Tax Return³ are required to be submitted along with your signed quotation/proposal.

Qualification of the Supplier. The supplier must have atleast one (1) experience in supplying email system or maintenance of email system with in the last two (2) years⁴ and the supplier must submit alteast two (2) Client Satisfactory Certificates related to Information Technology Projects.

For any clarification, you may contact Ms. Mira Daguio or Ms. MaricelCabailo at telephone no. **(+632) 8524-6518** or email address at bacsec@mail.marina.gov.ph

(Sgd.)
ATTY. KORINA MAE V. PIMENTEL
Head, BAC Secretariat

years.

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.

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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

³ Manually filed tax returns or filed through the EFPS

⁴ Submit clear copy of atleast one certficate or any proof of experience in supplying email system or maintenance of email system with in the last two (2)

TERMS OF REFERENCE MAINTENANCE OF EMAIL SYSTEM

I. Approved Budget Contract

The supplier shall bid for all items described in this Terms of reference, which shall not exceed the Approved Budget Contract (ABC) in the amount of Two Hundred Thousand Pesos (200,000.00), inclusive of all applicable government charges.

II. Technical Specifications

A. Mobilization:

- a.1. Perform Monthly Email Server Maintenance
- a.2. Provide the necessary expert advice, project management and manpower to perform the proposed scope of works.

B. Project Management:

- b.1. The Bidder shall appoint a contact person who will be responsible for the coordination and management of the project throughout its completion. He/She will be the primary interface in coordinating efforts and tasks for the delivery and implementation of the project.
- b.2. The Bidder shall provide project management, including planning, consultancy services and overall supervision and implementation of the project.

C.Support

- c.1. Local Support Services 1 Year Support coverage 24x7
 - Covers Zimbra Collaboration Server (Email System) and Operating systems
 - Email, phone, Remote and on-site (for Severity 1)

c.2. Technical Support

- · Support Ticket status updates
- Level 1 and Level 2 Support
- Status reporting

D. Scope

Email Server Maintenance

- Monitoring of Zimbra Daemon
- Installation and configuration of security apps in the email server
- Physical server status monitoring using server and network monitoring applications
- Re-configuration when necessary

- Renewal of SSL certificate for the server when necessary
- Configuration of server parameters
- Case to case on-site visit for critical issues

III. Warranty

The warranty shall be for a period of One (1) year.

IV. Support

- The Bidder shall provide daily 8 by 5 phone, email, and remote support with critical level onsite assistance
- The Bidder must provide a One (1) hour response time upon receipt of call and four (4) hours for onsite support.
- If the problem was not resolved by service desk support, the bidder must provide an onsite technical support. A service report must be provided every after onsite technical support.
- The bidder must provide the procedure on support and issue escalation.
- The Bidder must provide a monthly health check during the maintenance period to ensure that the email system is working properly.

V. Delivery

 Twenty (20) Working Days upon Receipt of Purchase Order/Notice to Proceed.

VI. Qualification of the Supplier

- The Bidder must have atleast one (1) experience in supplying email system or maintenance of email system with in the last two (2) years.
- The bidder should submit atleast two (2) Client Satisfactory Certificates related to Information Technology Projects.

VII. Confidentiality

- Information or rights acquired and obtained from MARINA, including but not limited to any and all obligations prior to the termination or expiration hereof and provisions on confidentiality and proprietary rights, will remain in effect after termination of the services rendered to the MARINA. Hence, the undertaking of the bidder not to disclose and to keep information confidential shall subsist even after the expiration or termination its obligation to MARINA nor can the bidder, at any time, disclose that the bidder was engaged by MARINA for the Maintenance of Email System.
- Records, documents, reports, relevant data and other supporting records of materials complied and prepared in the courses of the performance of the services shall be absolute properties of MARINA and shall not be used by the bidder for purposes not related to this agreement without prior written approval of MARINA.

VIII. Payment

The payment shall be made on monthly basis for Twelve (12) Months upon issuance of the Billing Statement and Accomplishment Report on a Bank-to-Bank basis. Automatic Debit Arrangement (ADA) through Land Bank of the Philippines (LBP) facilities, for other Commercial Bank, applicable bank charges shall be for the account of supplier. The supplier shall submit bank details together with billing statement/ invoice for ready reference.

Prepared by:

DALMACIO L. GONZALES JR. Chief, ICTMD

Noted By:

MILABEL J. ADIL Officer-In-Charge

Administrative Services Division

Approved by:

VADM RENE V MEDINA AFP (Ret)

Executive Director STCW Office

Version 1 - January 26, 2022

ASD NO.: 13-00 Initial Issue Date: 09-08-2017 Revision Date: 00



REPUBLIC OF THE PHILIPPINES DEPARTMENT OF TRANSPORTATION MARITIME INDUSTRY AUTHORITY



| | | PURCHASE | REC | QUEST | | |
|--|---|----------------------------------|--|---------------|--|----------------|
| Office: STCW OFFICE Division/Section: ICTMD Date Request: January 26, 2022 | | | PR No.: 2022-02-049 SAI No.: FEB U 2 2022 | | | |
| | | Item Description | | Quantity | Unit Cost | Total Cost |
| Item No. | Unit | MAINTENANCE OF EMAI SYSTEM | L | | | 200,000.00 |
| **** | 我会会会会会 | ******* | | sitioning Off | ************************************** | ******** |
| Signa | | VADM F | REN | V MEDINA | AFP (Ret) | |
| | Printed Name: VADM RENE V MEDINA AFP (Ret) Executive Director STCW Office | | | | | |
| Purpose: | 1 | Γο be used for the maintenan | ice o | f the mail.ma | rina.gov.ph | |
| | | NDS AVAILABLE FUNDS AVAILABLE | ERT | | Y. MARIVIC Chief, Budget | |
| | | Approved | | Disappr | | |
| Signature Printed N | e: lame: | fn: Ala VADM RO | OBEF | T A EMPEDI | RAD AFP (Ref | mw 2/7/22 |
| Designat | ion | | 1 | Administrato | | WAS INTERESTED |
| Note: | | | 8 | | | |

Omnibus Sworn Statement (Revised)

| 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:
 - 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.

| N WITNESS WHEREOF. | I have hereunto set my | hand this | day of | . 20 | at | , Philippines |
|-----------------------|---------------------------|-----------|----------|------|----|---------------|
| in williams williams, | , I have herealite set my | nana ano | _ day or | _, | | , 1 milppines |

[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]