



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF TRANSPORTATION
MARITIME INDUSTRY AUTHORITY

REQUEST FOR QUOTATION

DATE: _____

Name of Company : _____

Address : _____

Business Permit Number : _____

Company TIN : _____

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 OF THE PRECISION AIR CONDITIONING UNIT (PACU) INSTALLED IN THE MISS SERVER ROOM (2nd Posting)** in accordance with Section 53.9 (Negotiated Procurement – Small Value Procurement) of the Updated 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184. The Approved Budget for the Contract (ABC) is **One Hundred Fifty Thousand Pesos only (Php 150,000.00)**. 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 20 November 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 PhilGEPS Registration/PhilGEPS Registration number, Updated Business/Mayor's Permit, Omnibus Sworn Statement and Valid Company accreditation/certification from the Manufacturer or Distributor of the existing brand 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


ATTY. SHARON L. DE CHAVEZ-ALEDO
BAC Chairperson

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.

Supplier 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:

S P E C I F I C A T I O N S

**PROCUREMENT OF A SERVICE PROVIDER FOR THE PREVENTIVE MAINTENANCE OF
THE PRECISION AIR CONDITIONING UNIT (PACU) INSTALLED IN THE MISS SERVER
ROOM (2nd Posting)**

Item	Description	Supplier's Statement of Compliance	Unit Cost (Vat Inclusive)	Total Cost (Vat Inclusive)
	<p>SCOPE OF WORK</p> <ul style="list-style-type: none"> • The contractor shall be required to submit to MARINA a pre-assessment/inspection of the PACU. • The supply of supervision, labor, and expertise for the preventive maintenance service of PACU for a period of 2 months. • Supply and standby technicians, tools, gadgets, and equipment necessary to carry out their duties and responsibilities. • The Contractor is responsible for the following activities: <ol style="list-style-type: none"> a. Monthly Preventive Maintenance Service Covering the months of November and December 2023; b. Observe and examine the units' operational characteristics, and make the required adjustments. c. Record all relevant unit parameter readings, including but not restricted to: High and low 			

	<p>sides of the operating pressure -Current draw from the compressor -Current draw from the fan motor -Return air temperatures and humidity as supplied</p> <p>d. Check all electrical components (breakers, contactors, relays, wires, and terminals) and retighten all nuts, screws, and bolts. Check and repair/replace electrical wiring and harnesses for loose connections and cable cuts.</p> <p>e. Check mechanical components such as compressor, condenser, evaporator, drier, and expansion valves</p> <p>f. Check refrigerant controls, such as expansion valves, capillary tubes, solenoids.</p> <ul style="list-style-type: none"> • The supply of supervision, labor, equipment, tools, and expertise for two (2) months of Preventive Maintenance Service of the PACU including its components and drainage system for a period from November to December 2023. • The Contractor 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. 			
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**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

This schedule of requirements stipulates the period of delivery of the items covered by the RFQ to the official address of the procuring entity. Deliveries should be made within office hours and on regular working days or on the date as may be stipulated in the contract.

SCHEDULE OF REQUIREMENTS

PROCUREMENT OF A SERVICE PROVIDER FOR THE PREVENTIVE MAINTENANCE OF THE PRECISION AIR CONDITIONING UNIT (PACU) INSTALLED IN THE MISS SERVER ROOM (2 nd Posting)			
Item	Description	Delivery Term	Bidders Statement of Compliance in Delivery Date
	<p>SCOPE OF WORK</p> <ul style="list-style-type: none"> • The contractor shall be required to submit to MARINA a pre-assessment/inspection of the PACU. • The supply of supervision, labor, and expertise for the preventive maintenance service of PACU for a period of 2 months. • Supply and standby technicians, tools, gadgets, and equipment necessary to carry out their duties and responsibilities. • The Contractor is responsible for the following activities: g. Monthly Preventive Maintenance Service Covering the months of November and December 2023; h. Observe and examine the units' operational characteristics, and make the required adjustments. i. Record all relevant unit parameter readings, including but not restricted to: High and low sides of the operating pressure -Current draw from the compressor -Current draw from the fan motor -Return air temperatures and humidity as supplied j. Check all electrical components (breakers, contactors, relays, wires, and terminals) and retighten all nuts, screws, and bolts. Check and repair/replace electrical wiring and harnesses for loose connections and cable cuts. k. Check mechanical components such as compressor, condenser, evaporator, drier, and expansion valves l. Check refrigerant controls, such as expansion valves, capillary tubes, solenoids. 	<p>DELIVERY SCHEDULE</p> <p>1. Fifteen days (15) days upon receipt of the Notice to Proceed (NTP).</p> <p>2. Deliveries should be made within office hours and on regular working days or before the stipulated date in the contract unless otherwise specified for a valid reason why the same cannot be complied with;</p> <p>3. MARINA shall impose a penalty of 1/10 of 1% of the total value of the undelivered order for each day of delay as liquidated damages after the specified allowable number of days of delivery of the units.</p>	

	<ul style="list-style-type: none"> • The supply of supervision, labor, equipment, tools, and expertise for two (2) months of Preventive Maintenance Service of the PACU including its components and drainage system for a period from November to December 2023. • The Contractor 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. 		
	<p>MARINA REQUIREMENTS</p> <p>Prospective bidders shall acquire/submit the following requirements/documents together with the quotation:</p> <ol style="list-style-type: none"> a. Minimum of one (1) year in the PACU maintenance and repair industry. (Photocopy of the contract entered by and between the bidder and previous or existing client to be submitted to MARINA) b. Have sufficient, service technician personnel, equipment, and materials to address all MARINA's issues/concerns effectively (A list of technicians has to be submitted to MARINA). c. Service Provider must submit a Client Satisfaction Rating as proof of satisfactorily providing a similar service with another government agency or private entity within one (1) year preceding the submission of the quotation. (Certification on Satisfaction Rating issued by a previous or existing client to be submitted to MARINA) 		
	<p>ELIGIBILITY REQUIREMENTS</p> <p>Prospective bidders shall have to submit the following documents together with the Quotation:</p> <ol style="list-style-type: none"> 1. Valid PhilGEPs Registration/ PhilGEPs Registration Number 2. Updated Business/Mayor's Permit 3. Omnibus Sworn Statement <ol style="list-style-type: none"> 3.1 To attach duly notarized Special Power of Attorney (If representing the owner of a sole proprietorship). 3.2 To attach duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable if representing a Partnership, 		

	Corporation, Cooperative, or Joint venture). 4. Valid company accreditation/certification from the Manufacturer or Distributor of the existing brand.		
	RESPONSIBILITIES OF SERVICE PROVIDER <ol style="list-style-type: none"> 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. The Service Provider shall maintain records which shall include among others preventive maintenance activity, and emergency services. The Service Provider shall advise the MFAS-Maintenance Team of all defective and worn-out parts to be replaced, works done and the specified downtime to be undertaken to put the equipment into normal running condition. The Service Provider will carry out such repair and worn-out parts upon written approval by the MFAS Director. In case of PACU breakdown during the conduct of preventive maintenance, it will be the Service Provider's responsibility to restore the PACU to normal operation at the expense of the Service Provider. The PACU must be restored to normal operation a maximum of five (5) working days after a breakdown. 		
	OTHER CONDITIONS <ol style="list-style-type: none"> 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. The Service Provider shall assign trained and skilled personnel in its employ who are qualified to perform preventive maintenance of the PACU 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. The Service provider shall furnish tools, equipment, lubricants, and cleaning supplies to carry out their duties and responsibilities. 		

	<p>d. All the components and consumables to be supplied by the Service Provider have to be approved by the MARINA prior to use/installation.</p> <p>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.</p> <p>f. The Supplier(s) shall closely coordinate with the end-user or authorized person during maintenance activity and shall provide a detailed/accomplishment report and its recommendation.</p> <p>g. 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>h. 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>i. The Service Provider shall provide necessary Proper Protective Equipment (PPE) to its employees and ensure proper disposal of gloves, gowns (suits), and other PPE to avoid contamination. All used PPE and cleaning materials shall be disposed of in sealed, plastic disposal.</p> <p>f. The Service Provider shall have an office/branch in Metro Manila.</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>		

Signature over Printed Name

Position/Designation

Office Telephone No.

Fax/Mobile No.

Email Address/es

FINANCIAL OFFER

PROCUREMENT OF A SERVICE PROVIDER FOR THE PREVENTIVE MAINTENANCE OF THE PRECISION AIR CONDITIONING UNIT (PACU) INSTALLED IN THE MISS SERVER ROOM (2nd Posting)

Approved Budget for the Contract (ABC)	Total Offered Quotation
One Hundred Fifty Thousand Pesos only (Php150,000.00)	<div style="margin-bottom: 10px;">In words: _____ _____ _____</div> <div>In figures: _____ _____</div>

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 PACU complete with findings, recommendations, parts, and equipment that needs to be repaired or replaced duly signed by a MARINA authorized representative.

LIQUIDATED DAMAGES

A. When the Service Provider fails to satisfactorily deliver goods within the specified delivery 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 goods scheduled for delivery, for every day of delay until such goods are finally delivered and accepted by the procuring entity concerned

Payment Details:

Banking Institution : _____

Account Number : _____

Account Name : _____

Branch : _____

Signature over Printed Name

Position/Designation

Office Telephone No.

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. Quotations, including documentary requirements, received after the deadline shall not be accepted. For quotations submitted via electronic mail, the date and time of receipt indicated in the e-mail shall be considered.
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

Office Telephone No.

Fax/Mobile No.

Email Address/es

TERMS OF REFERENCE (TOR)
PROCUREMENT OF A SERVICE PROVIDER FOR THE PREVENTIVE
MAINTENANCE OF THE PRECISION AIR CONDITIONING UNIT (PACU)
INSTALLED IN THE MISS SERVER ROOM
9TH FLOOR MARINA Building, 20th street cor. A Bonifacio Drive,
Port Area (South), Manila

TERMS OF REFERENCE (TOR)
PROCUREMENT OF A SERVICE PROVIDER FOR THE PREVENTIVE
MAINTENANCE OF THE PRECISION AIR CONDITIONING UNIT (PACU)
INSTALLED IN THE MISS SERVER ROOM

I. PURPOSE

The MARINA is providing online processing cognizant with the program of the government, the Republic Act 11032 or Ease of Doing Business and Efficient Government Service Delivery Act of 2018". The PACU provides ventilation to the server room that processes all online transactions of MARINA.

The purpose of the procurement is to prolong the operability and useful life of the equipment.

II. APPROVED BUDGET FOR THE CONTRACT (ABC)

The Approved Budget for this project procurement is One Hundred Fifty Thousand Pesos (P150,000.00) inclusive of all applicable national and local taxes to be sourced from the approved Supplemental List to the Project Procurement Management Plan (PPMP) FY 2023.

III. CONTRACT PERIOD

The term of the Service Agreement will cover the 2 Months of Preventive Maintenance Service of PACU covering the months of November to December 2023, effective upon receipt of the Notice to Proceed by the winning bidder, extendable on a quarterly basis while MARINA is still procuring the new contract for the Preventive and Maintenance Service (PMS) of PACU subject to the availability of funds.

IV. SCOPE OF WORK

- The contractor shall be required to submit to MARINA a pre-assessment/inspection of the PACU.
- The supply of supervision, labor, and expertise for the preventive maintenance service of PACU for a period of 2 months.
- Supply and standby technicians, tools, gadgets, and equipment necessary to carry out their duties and responsibilities.

- The Contractor is responsible for the following activities:
 - a. Monthly Preventive Maintenance Service Covering the months of November and December 2023;
 - b. Observe and examine the units' operational characteristics, and make the required adjustments.
 - c. Record all relevant unit parameter readings, including but not restricted to: High and low sides of the operating pressure -Current draw from the compressor -Current draw from the fan motor -Return air temperatures and humidity as supplied
 - d. Check all electrical components (breakers, contactors, relays, wires, and terminals) and retighten all nuts, screws, and bolts. Check and repair/replace electrical wiring and harnesses for loose connections and cable cuts.
 - e. Check mechanical components such as compressor, condenser, evaporator, drier, and expansion valves
 - f. Check refrigerant controls, such as expansion valves, capillary tubes, solenoids.
- The supply of supervision, labor, equipment, tools, and expertise for two (2) months of Preventive Maintenance Service of the PACU including its components and drainage system for a period from November to December 2023.
- The Contractor 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.

V. MARINA REQUIREMENTS

Prospective bidders shall acquire/submit the following requirements/documents together with the quotation:

- a. Minimum of one (1) year in the PACU maintenance and repair industry. **(Photocopy of the contract entered by and between the bidder and previous or existing client to be submitted to MARINA)**

- b. Have sufficient, service technician personnel, equipment, and materials to address all MARINA's issues/concerns effectively (**A list of technicians has to be submitted to MARINA**).
- c. Service Provider must submit a Client Satisfaction Rating as proof of satisfactorily providing a similar service with another government agency or private entity within one (1) year preceding the submission of the quotation. (**Certification on Satisfaction Rating issued by a previous or existing client to be submitted to MARINA**)

VI. ELIGIBILITY REQUIREMENTS

Prospective bidders shall have to submit the following documents together with the Quotation:

- 1. Valid PhilGEPs Registration/ PhilGEPs Registration Number
- 2. Updated Business/Mayor's Permit
- 3. Omnibus Sworn Statement
 - 3.1 To attach duly notarized Special Power of Attorney (If representing the owner of a sole proprietorship).
 - 3.2 To attach duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable if representing a Partnership, Corporation, Cooperative, or Joint venture).
- 4. Valid company accreditation/certification from the Manufacturer or Distributor of the existing brand.

VII. 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 preventive maintenance activity, and emergency services.

- c. The Service Provider shall advise the MFAS- Maintenance Team of all defective and worn-out parts to be replaced, works done and the specified downtime to be undertaken to put the equipment into normal running condition.
- d. The Service Provider will carry out such repair and worn-out parts upon written approval by the MFAS Director.
- e. In case of PACU breakdown during the conduct of preventive maintenance, it will be the Service Provider's responsibility to restore the PACU to normal operation at the expense of the Service Provider. The PACU must be restored to normal operation a maximum of five (5) working days after a breakdown.

VIII. 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 PACU 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, lubricants, 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. The Supplier(s) shall closely coordinate with the end-user or authorized person during maintenance activity and shall provide a detailed/accomplishment report and its recommendation.
- g. 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;
- h. 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.
- i. The Service Provider shall provide necessary Proper Protective Equipment (PPE) to its employees and ensure proper disposal of gloves, gowns (suits), and other PPE to avoid contamination. All used PPE and cleaning materials shall be disposed of in sealed, plastic disposal.
- f. The Service Provider shall have an office/branch in Metro Manila.

IX. DELIVERY SCHEDULE

- 1. Fifteen days (15) days upon receipt of the Notice to Proceed (NTP).
- 2. Deliveries should be made within office hours and on regular working days or before the stipulated date in the contract unless otherwise specified for a valid reason why the same cannot be complied with;
- 3. MARINA shall impose a penalty of 1/10 of 1% of the total value of the undelivered order for each day of delay as liquidated damages after the specified allowable number of days of delivery of the units.

X. 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.

XI. 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 PACU complete with findings, recommendations, parts, and equipment that needs to be repaired or replaced duly signed by a MARINA authorized representative.

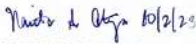
XII. LIQUIDATED DAMAGES

- a. When the Service Provider fails to satisfactorily deliver goods within the specified delivery 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 goods scheduled for delivery, for every day of delay until such goods are finally delivered and accepted by the procuring entity concerned

Prepared by:


VIEN CONSTANTINE C. MESINA
Building Supervisor

Recommending Approval:


NENITA S. ATIENZA
Director II, MFAS5

Reviewed by:


BUENA C. RAMOS
Head, TWG for Goods and Services


Atty. SHARON D. ALEJO
Chairperson, BAC

APPROVED / ~~DISAPPROVED~~:


ATTY. HERNANI N. FABIA
Administrator



PURCHASE REQUEST

Office:		MFAS	PR No. : 2023-10-457		
Division/Section:		BUILDING MAINTENANCE	SAI No.: OCT 04 2023		
Item No.	Unit	Item Description	Quantity	Unit Cost	Total Cost
1	months	Check-up,inspection,repair and pms of PACU cover November to December	2		150,000.00
		XXXXXXXXXXXXXX			
				Total	150,000.00

To ensure continuous operation and prolong the useful life of the precision air conditioning units installed in server room 9th floor at the MARINA Central Office Building

NO FUNDS AVAILABLE

Chief, Budget Division

Approved

10

Disapproved

Designation	ADMINISTRATOR
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FY: 2010

MELLANIE T. PALIN

~~Chief Administrative Counsel~~

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]