



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 COMPREHENSIVE REPAIR, PREVENTIVE MAINTENANCE SERVICE (PMS) AND REPLACEMENT OF ITS DEFECTIVE COMPONENTS RE: X-RAY GENERATOR, CONTROLLER, AND UNINTERRUPTIBLE POWER SUPPLY OF THE X-RAY BAGGAGE SCANNER and WALK THROUGH SCANNER/METAL DETECTOR AT THE MARINA CENTRAL OFFICE BUILDING FOR CY 2024 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 **Seven Hundred Fifty Thousand Pesos (Php750,000.00)**.

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 27 February 2024** at the MARINA BAC Office located at 10th Floor MARINA Building, Bonifacio Drive cor., 20th Street, Port Area, Manila, Philippines.

A copy of your **Valid Business/Mayor's Permit, Valid PhilGEPs Registration/PhilGEPs Registration Number, and Omnibus Sworn Statement** are required to be submitted along with your signed quotation/proposal.

For any clarification, you may contact BAC Secretariat 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 COMPREHENSIVE REPAIR, PREVENTIVE MAINTENANCE SERVICE (PMS) AND REPLACEMENT OF ITS DEFECTIVE COMPONENTS RE: X-RAY GENERATOR, CONTROLLER, AND UNINTERRUPTIBLE POWER SUPPLY OF THE X-RAY BAGGAGE SCANNER and WALK THROUGH SCANNER/METAL DETECTOR AT THE MARINA CENTRAL OFFICE BUILDING FOR CY 2024

| Item | Description | Supplier's Statement of Compliance | Unit Cost (Vat Inclusive) | Total Cost (Vat Inclusive) |
|------|--|------------------------------------|---------------------------|----------------------------|
| | <p>SCOPE OF WORK</p> <p>The Contractor shall have to perform the following activities:</p> <ul style="list-style-type: none">a. The supply of supervision, labor, equipment, tools, and expertise, for the delivery and replacement of the defective components such as 80KV X-Ray Baggage Scanner Generator, Controller, and 3KVA UPS for Safeway X-Ray Machine AT5030A.b. The Contractor shall be required to conduct monthly preventive maintenance service of the X-Ray Baggage Scanner Machine and Walk Through Scanner/ Metal Detector installed in the MARINA Central Office building.c. The Contractor shall maintain and repair all non-functional components, software/program, systematically examine, clean, lubricate, adjust, apply rust protective paint, and repair/replace parts of the machines specified <p>above. Replacement of parts (if any) may be chargeable subject to MARINA's approval;</p> | | | |

- d. The Contractor shall supply standby technicians, tools, gadgets, spare parts, components, and equipment necessary to carry out its duties and responsibilities.
- e. The Contractor shall ensure timely delivery and installation, and sufficient access to spare parts for the repair of the X-Ray Baggage Scanner Machine and Walk Through Scanner/ Metal Detector.
- f. The Contractor shall respond immediately or within twenty-four (24) hours without additional charge to MARINA's report of any X-Ray Baggage Scanner Machine and Walk Through Scanner/ Metal Detector malfunction, inoperability.
- g. The Contractor shall not make any changes or alterations to the existing software program, mechanical equipment, circuits, circuit wiring, or sequencing, nor alter the original circuit or wiring design without the prior consent of MARINA.
- 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 Contractor and its personnel/representative shall comply with the policies, rules, and regulations concerning safety and security when inside the MARINA building while on maintenance activity.
- j. The Contractor shall provide personnel within 24 hrs. responding time and be required to wear company uniform and Identification Card (ID) at all times while in the MARINA premises on maintenance activity.
- k. The Contractor shall closely coordinate with the end-user or authorized person during maintenance activity and shall provide a detailed/accomplishment report and its recommendation.

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

Signature over Printed Name

REQUEST FOR QUOTATION FORM FOR MFAS-BUILDING MAINTENANCE

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 COMPREHENSIVE REPAIR, PREVENTIVE MAINTENANCE SERVICE (PMS) AND REPLACEMENT OF ITS DEFECTIVE COMPONENTS RE: X-RAY GENERATOR, CONTROLLER, AND UNINTERRUPTIBLE POWER SUPPLY OF THE X-RAY BAGGAGE SCANNER and WALK THROUGH SCANNER/METAL DETECTOR AT THE MARINA CENTRAL OFFICE BUILDING FOR CY 2024 | | | |
|--|---|---|--|
| Item | Description | Delivery Term | Bidders Statement of Compliance in Delivery Date |
| | <p>CONTRACT PERIOD</p> <p>The term of the Service Agreement will cover the procurement of a service provider for the Comprehensive Repair and Periodic Preventive Maintenance Service and replacement of its defective components such as a) 80KV X-Ray Baggage Scanner Generator, Controller, and b) 3KVA UPS for Safeway X-Ray Machine AT5030A, for the X-Ray Baggage Scanner Machine and Walk Through Scanner/ Metal Detector covering the CY 2024, effective upon receipt of the Notice to Proceed by the winning bidder, extendable on a monthly basis while MARINA is procuring the new contract for the Comprehensive Repair and Periodic Preventive and Maintenance Service (PMS) of said equipment subject to the availability of funds.</p> | <p>a. Thirty (30) days upon receipt of the Notice to Proceed (NTP).</p> <p>b. 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>SCOPE OF WORK</p> <p>The Contractor shall have to perform the following activities:</p> <p>b. The supply of supervision, labor, equipment, tools, and expertise, for the delivery and replacement of the defective components such as 80KV X-Ray Baggage Scanner Generator, Controller, and 3KVA UPS for Safeway X-Ray Machine AT5030A.</p> <p>c. The Contractor shall be required to conduct monthly preventive maintenance service of the X-Ray Baggage Scanner Machine and Walk Through Scanner/ Metal Detector installed in the MARINA Central Office building.</p> <p>d. The Contractor shall maintain and repair all non-functional components, software/program, systematically examine, clean, lubricate, adjust, apply rust protective paint, and repair/replace parts of the machines specified</p> | | |

| | | | |
|--|--|--|--|
| | <p>above. Replacement of parts (if any) may be chargeable subject to MARINA's approval;</p> <p>e. The Contractor shall supply standby technicians, tools, gadgets, spare parts, components, and equipment necessary to carry out its duties and responsibilities.</p> <p>f. The Contractor shall ensure timely delivery and installation, and sufficient access to spare parts for the repair of the X-Ray Baggage Scanner Machine and Walk Through Scanner/ Metal Detector.</p> <p>g. The Contractor shall respond immediately or within twenty-four (24) hours without additional charge to MARINA's report of any X-Ray Baggage Scanner Machine and Walk Through Scanner/ Metal Detector malfunction, inoperability.</p> <p>h. The Contractor shall not make any changes or alterations to the existing software program, mechanical equipment, circuits, circuit wiring, or sequencing, nor alter the original circuit or wiring design without the prior consent of MARINA.</p> <p>i. 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>j. The Contractor and its personnel/representative shall comply with the policies, rules, and regulations concerning safety and security when inside the MARINA building while on maintenance activity.</p> <p>k. The Contractor shall provide personnel within 24 hrs. responding time and be required to wear company uniform and Identification Card (ID) at all times while in the MARINA premises on maintenance activity.</p> <p>l. The Contractor 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>MARINA REQUIREMENTS</p> <p>Prospective bidders shall acquire/submit the following requirements/documents together with the quotation:</p> | | |

| | | | |
|--|--|--|--|
| | <p>a. Minimum of one (1) year in the X-Ray Baggage Scanner Machine and Walk Through Scanner/ Metal Detector repair and preventive maintenance service industry. (Photocopy of the contract entered by and between the bidder and previous or existing client to be submitted to MARINA)</p> <p>b. 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> | | |
| | <p>OTHER CONDITIONS</p> <p>a. 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>b. The service provider/contractor shall maintain a satisfactory level of performance throughout the term of the contract based on a prescribed set of performance criteria, which shall include, among others: (i) quality of service delivered; (ii) time management; (iii) management and suitability of personnel; (iv) contract administration and management; and (v) provision of regular progress reports; and</p> <p>c. The prospective bidder shall have an office within Metro Manila.</p> | | |
| | <p>ELIGIBILITY REQUIREMENTS</p> <p>Prospective bidders shall have to submit the following documents:</p> <p>a. Income/Business Tax Return;</p> <p>b. Valid PhilGEPs Registration/PhilGEPs Registration Number;</p> <p>c. Updated Business/Mayor's Permit</p> <p>d. Omnibus Sworn Statement</p> <p style="padding-left: 40px;">d.1 To attach duly notarized Special Power of Attorney (If representing the owner of a sole proprietorship).</p> <p style="padding-left: 40px;">d.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).</p> | | |

Signature over Printed Name

Position/Designation

Office Telephone No.

Fax/Mobile No.

Email Address/es

FINANCIAL OFFER

PROCUREMENT OF A SERVICE PROVIDER FOR COMPREHENSIVE REPAIR, PREVENTIVE MAINTENANCE SERVICE (PMS) AND REPLACEMENT OF ITS DEFECTIVE COMPONENTS RE: X-RAY GENERATOR, CONTROLLER, AND UNINTERRUPTIBLE POWER SUPPLY OF THE X-RAY BAGGAGE SCANNER and WALK THROUGH SCANNER/METAL DETECTOR AT THE MARINA CENTRAL OFFICE BUILDING FOR CY 2024

| Approved Budget for the Contract (ABC) | Total Offered Quotation |
|---|--|
| <p align="center">Seven Hundred Fifty Thousand Pesos Only (Php 750, 000.00)</p> <p><u>Breakdown of Computation</u></p> <p>Comprehensive Repair and Periodic Preventive Maintenance Service of the X-Ray Baggage Scanner Machine and Walk Through Scanner/ Metal Detector =Php350,000.00</p> <p>Replacement of defective components 80KV X-RAY Generator, Controller, and 3KVA Uninterruptible Power Supply (UPS), for Safeway X-ray Machine AT5030A = Php400,000.00</p> | <p>In words: _____</p> <p>_____</p> <p>_____</p> <p>In figures: _____</p> <p>_____</p> |

Terms of Payment:

The Preventive Maintenance Service Fee shall be paid monthly upon submission of the following documents from the Service Provider subject to all applicable taxes:

- Letter Request for Payment; and,
- Monthly Service Reports on the Preventive Maintenance of the FDAS complete with findings, recommendations, parts, and equipment that needs to be repaired or replaced duly signed by a MARINA authorized representative.

LIQUIDATED DAMAGES

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

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. 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 COMPREHENSIVE REPAIR,
PREVENTIVE MAINTENANCE SERVICE (PMS) AND REPLACEMENT OF ITS
DEFECTIVE COMPONENTS RE: X-RAY GENERATOR, CONTROLLER, AND
UNINTERRUPTIBLE POWER SUPPLY OF THE X-RAY BAGGAGE SCANNER and
WALK THROUGH SCANNER/METAL DETECTOR AT THE MARINA CENTRAL OFFICE
BUILDING FOR CY 2024**

0

TERMS OF REFERENCE (TOR)

PROCUREMENT OF A SERVICE PROVIDER FOR COMPREHENSIVE REPAIR, PREVENTIVE MAINTENANCE SERVICE (PMS) AND REPLACEMENT OF ITS DEFECTIVE COMPONENTS RE: X-RAY GENERATOR, CONTROLLER, AND UNINTERRUPTIBLE POWER SUPPLY OF THE X-RAY BAGGAGE SCANNER and WALK THROUGH SCANNER/METAL DETECTOR AT THE MARINA CENTRAL OFFICE BUILDING FOR CY 2024

1. RATIONALE

The Maritime Industry Authority (MARINA), a government agency under the Department of Transportation (DOTr) established under Presidential Decree (PD) number 474 (1974) wishes to invite contractors to provide comprehensive repair and monthly Preventive Maintenance Service (PMS) for the year 2024 of the X-RAY BAGGAGE SCANNER MACHINE and WALK THROUGH SCANNER/ METAL DETECTOR installed at the MARINA Central Office building.

2. OBJECTIVE

Ensure that the X-RAY BAGGAGE SCANNER MACHINE and WALK-THROUGH SCANNER/ METAL DETECTOR installed in the MARINA Central Office are working and operating in good condition for the security of all employees, officials, and stakeholders occupying/utilizing the building.

3. APPROVED BUDGET FOR THE CONTRACT (ABC)

The Approved Budget of the Contract (ABC) for this project procurement is **Seven Hundred Fifty Thousand Pesos (P 750,000.00)** inclusive of all applicable national and local taxes chargeable to the MOOE 2024.

Breakdown of Computation

Comprehensive Repair and Periodic Preventive Maintenance Service of the X-Ray Baggage Scanner Machine and

Walk Through Scanner/ Metal Detector = Php350,000.00

Replacement of defective components

80KV X-RAY Generator, Controller, and

3KVA Uninterruptible Power Supply (UPS),

for Safeway X-ray Machine AT5030A = Php400,000.00

4. CONTRACT PERIOD

The term of the Service Agreement will cover the procurement of a service provider for the Comprehensive Repair and Periodic Preventive Maintenance Service and replacement of its defective components such as a) 80KV X-Ray Baggage Scanner Generator, Controller, and b) 3KVA UPS for Safeway X-Ray Machine AT5030A, for the X-Ray Baggage Scanner Machine and Walk Through Scanner/ Metal Detector covering the CY 2024, effective upon receipt of the Notice to Proceed by the winning

bidder, extendable on a monthly basis while MARINA is procuring the new contract for the Comprehensive Repair and Periodic Preventive and Maintenance Service (PMS) of said equipment subject to the availability of funds.

5. SCOPE OF WORK

The Contractor shall have to perform the following activities:

- a. The supply of supervision, labor, equipment, tools, and expertise, for the delivery and replacement of the defective components such as 80KV X-Ray Baggage Scanner Generator, Controller, and 3KVA UPS for Safeway X-Ray Machine AT5030A.
- b. The Contractor shall be required to conduct monthly preventive maintenance service of the X-Ray Baggage Scanner Machine and Walk Through Scanner/ Metal Detector installed in the MARINA Central Office building.
- c. The Contractor shall maintain and repair all non-functional components, software/program, systematically examine, clean, lubricate, adjust, apply rust protective paint, and repair/replace parts of the machines specified above. Replacement of parts (if any) may be chargeable subject to MARINA's approval;
- d. The Contractor shall supply standby technicians, tools, gadgets, spare parts, components, and equipment necessary to carry out its duties and responsibilities.
- e. The Contractor shall ensure timely delivery and installation, and sufficient access to spare parts for the repair of the X-Ray Baggage Scanner Machine and Walk Through Scanner/ Metal Detector.
- f. The Contractor shall respond immediately or within twenty-four (24) hours without additional charge to MARINA's report of any X-Ray Baggage Scanner Machine and Walk Through Scanner/ Metal Detector malfunction, inoperability.
- g. The Contractor shall not make any changes or alterations to the existing software program, mechanical equipment, circuits, circuit wiring, or sequencing, nor alter the original circuit or wiring design without the prior consent of MARINA.
- 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 Contractor and its personnel/representative shall comply with the policies, rules, and regulations concerning safety and security when inside the MARINA building while on maintenance activity.
- j. The Contractor shall provide personnel within 24 hrs. responding time and be required to wear company uniform and Identification Card (ID) at all times while in the MARINA premises on maintenance activity.



- k. The Contractor shall closely coordinate with the end-user or authorized person during maintenance activity and shall provide a detailed/accomplishment report and its recommendation.

6. ELIGIBILITY REQUIREMENTS

Prospective bidders shall have to submit the following documents:

- a. Income/Business Tax Return;
- b. Valid PhilGEPs Registration/PhilGEPs Registration Number;
- c. Updated Business/Mayor's Permit
- d. Omnibus Sworn Statement
 - d.1 To attach duly notarized Special Power of Attorney (If representing the owner of a sole proprietorship).
 - d.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).

7. MARINA REQUIREMENTS

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

- a. Minimum of one (1) year in the X-Ray Baggage Scanner Machine and Walk Through Scanner/ Metal Detector repair and preventive maintenance service industry. **(Photocopy of the contract entered by and between the bidder and previous or existing client to be submitted to MARINA)**
- b. 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)**

8. OTHER CONDITIONS

- a. 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;
- b. The service provider/contractor shall maintain a satisfactory level of performance throughout the term of the contract based on a prescribed set of performance criteria, which shall include, among others: (i) quality of service delivered; (ii) time management; (iii) management and suitability of personnel; (iv) contract administration and management; and (v) provision of regular progress reports; and

c. The prospective bidder shall have an office within Metro Manila.

9. DELIVERY SCHEDULE

- a. Thirty (30) days upon receipt of the Notice to Proceed (NTP).
- b. 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.

10. PAYMENT TERM

The payment term is within fifteen (15) days after issuance of the Billing Statement to MARINA with complete supporting documents.


11. 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



RALPH A. NARVAEZ
OIC-Director, MFAS

Reviewed by:


BUENA G. RAMOS
IT Officer IV, MISS as
Head TWG


Atty. SHARON D. ALEDO
Director II, LS as
BAC Chairperson

APPROVED / ~~DISAPPROVED~~:


SONIA B. MALALUAN
Administrator

mm 2/8/24

7

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]