



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF TRANSPORTATION  
MARITIME INDUSTRY AUTHORITY

**REQUEST FOR QUOTATION**

Date: \_\_\_\_\_

Company/Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Business/Mayor's Permit No.: \_\_\_\_\_

TIN: \_\_\_\_\_

PhilGEPS Registration Number (required): \_\_\_\_\_

The Maritime Industry Authority (MARINA), through its Bids and Awards Committee (BAC), intends to **PROCURE VARIOUS BOOKS FOR STCWO FY: 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 Sixty One Thousand Five Hundred Seventy Pesos (₱761,570.00)**.

The interested service provider can participate in one (1) or both lots and submit the duly signed quotation addressed to the Bids and Awards Committee (BAC) Chairperson and to the given address below, on or before **03:00PM** of **19** April 2024, subject to the compliance with the Terms and Conditions provided on this Request for Quotation (RFQ):

**ATTY. SHARON L. DE CHAVEZ-ALEDO**

BAC Chairperson

MARINA BAC Office, 10<sup>th</sup> Floor MARINA Building,  
Bonifacio Drive cor., 20<sup>th</sup> Street, Port Area, Manila, Philippines.

Telephone No.: **+632) 8524-6518**

Email: **bacsec@marina.gov.ph**

Interested service provider shall also submit a copy of the following documents and along with the quotation on or before the above specified deadline of submission of quotation:

**For Lot 1: Maritime Law Books**

- a. PhilGEPS Registration Copy/Number;
- b. Latest Mayor's/Business Permit;
- c. Latest Copy of Business/ Income Tax Return (ITR); and
- d. Omnibus Sworn Statement

**For Lot 2: Law Books**

- a. PhilGEPS Registration Copy/Number;
- b. Latest Mayor's/Business Permit; and
- c. Omnibus Sworn Statement

The Head of the Procuring Entity (HoPE) of the MARINA reserves the right to reject any and all quotations, declare a failure of procurement, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

For any clarification, you may contact the BAC Secretariat at **+632) 8524-6518** or email address at **bacsec@marina.gov.ph**

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

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**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**

**REQUEST FOR QUOTATION FORM FOR *STCWO***

### **INSTRUCTIONS:**

Note: Failure to follow these instructions will disqualify your entire quotation.

(1) Do not alter the contents of this form in any way.

(2) The use of this RFQ is highly encouraged to minimize errors or omissions of the required mandatory provisions. In case of any changes, bidders must use or refer to the latest version of the RFQ, except when the latest version of the RFQ only pertains to deadline extension.

If another form is used other than the latest RFQ, the quotation shall contain all the mandatory requirements/provisions including manifestation on the agreement with the Terms and Conditions below.

In case a prospective supplier/service provider submits a filled-out RFQ with a supporting document (i.e., a price quotation in a different format), both documents shall be considered unless there will be discrepancies. In this case, provisions in the RFQ shall prevail.

(3) All technical specifications must be complied with. Failure to comply with the mandatory requirements shall render the quotation ineligible/disqualified.

(4) Quotations may be submitted through electronic mail at [bacsec@marina.gov.ph](mailto:bacsec@marina.gov.ph).

(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.



## TERMS AND CONDITIONS:

1. Bidders shall provide correct and accurate information required in this form.
2. 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.
3. Price quotation/s must be valid for a period of **FORTY-FIVE (45) 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. Quotations exceeding the Approved Budget for the Contract shall be rejected.
6. In case of two or more bidders are determined to have submitted the Lowest Calculated Quotation/Lowest Calculated and Responsive Quotation, the MARINA 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.
7. Award of contract shall be made to the lowest quotation which complies with the technical specifications, requirements and other terms and conditions stated herein.
8. The item/s shall be delivered according to the accepted offer of the bidder.
9. Item/s delivered shall be inspected on the scheduled date and time of the MARINA. The delivery of the item/s shall be acknowledged upon the delivery to confirm the compliance with the technical specifications.
10. Payment shall be made after delivery and upon the submission of the required supporting documents, i.e. Order Slip and/or Billing Statement, by the supplier, contractor, or consultant. Our Government Servicing Bank, i.e. the Land Bank of the Philippines, shall credit the amount due to the identified bank account of the supplier, contractor, or consultant **not earlier than twenty-four (24) hours, but not later than forty-eight (48) hours**, upon receipt of our advice. Please note that the corresponding bank transfer fee, if any, shall be chargeable to the account of the supplier, contractor, or consultant. 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.**
11. 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 may terminate 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.

12. The Procuring Entity may cancel or terminate the contract at any time in accordance with the grounds provided under RA No. 9184 and its updated 2016 revised IRR.

13. The RFQ, Purchase Order (PO), and other related documents for the above-stated Procurement project/s shall be deemed to form part of the contract.

After having carefully read and accepted the Instructions and Terms and Conditions, I/we submit our quotation/s for the item/s as follows:

CONTRACT PACKAGE		Minimum Technical Specifications	QTY	Offered Technical Specification/ Service	Statement of Compliance ("Comply" or "Not Comply")
<b>LOT I (P664,350.00)</b>		<b>MARITIME BOOKS</b>			
1	book	International Medical Guide for Ships, 3rd Edition, 2007	2		
2	book	MARPOL consolidated edition, 2022 edition (IF520E)	2		
3	book	SOLAS Consolidated Edition 2020 (16110E)	2		
4	book	IGF Code, 2016 Edition (I109E)	1		
5	book	Ballast Water Management - How to do it, 2017 Edition (I624E)	1		
6	book	Marine Oil Pollution Incident, 2016 Edition	1		
7	book	BLU Code (inc. BLU Manual), 2011 Edition (IA266E)	1		
8	book	Pocket Guide to Recovery Techniques, 2014 Edition (KA947E)	1		
9	book	Fire Safety Systems (FSS) Code, 2015 Edition (IB155E)	1		
10	book	High-Speed Craft (2000 HSC) Code, 2021 Edition (IB185E)	1		
11	book	2011 ESP Code (2020 Edition) (IC265E)	1		
12	book	ISM Code & Guidelines, 2018 Edition (ID117E)	1		
13	book	GMDSS Manual, 2019 Edition (11970E)	1		
14	book	IMSBC Code and Supplement, 2022 Edition (IK260E)	1		
15	book	IMDG Code Supplement, 2022 Edition IL210E	1		
16	book	IMO T105E - Model Course Advanced Training for Liquefied Gas Tanker Cargo Operations, 2015	1		
17	book	IMO T144E Model Course: Safety Training for Personnel Providing Direct Service to	1		

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		Passengers in Passenger Spaces, 2018			
18	book	IMO T405E - Model course: Energy Efficient Operation of Ships, 2014 Edition	1		
19	book	IMO T710E Model Course: Ratings as Able Seafarer Deck, 2017 Edition	1		
20	book	IMO T711E Model Course: Basic Training for Ships in Polar Waters, 2017 Edition	1		
21	book	IMO T712E Model Course: Advanced Training for Ships Operating in Polar Waters, 2017 Edition	1		
22	book	IMO TA103E Model Course Advanced Training for Chemical Tanker Cargo Operations, 2016 Edition	1		
23	book	IMO TA136E Liquefied Natural Gas (LNG) Tanker Cargo and Ballast Handling Simulator, 2019 edition	1		
24	book	IMO TA319E Model Course: ISPS Ship Security Officer, 2012 Edition	1		
25	book	IMO TB108E Model Course Radar Navigation at Management Level (Radar, ARPA, Bridge Teamwork & SAR) 2019 Edition	1		
26	book	IMO TB121E Model Course Safety & Social Responsibility, 2016 Edition	1		
27	book	IMO TB125E Model Course General Operator's Certificate for GMDSS, 2015 Edition	1		
28	book	IMO TB207E Model Course: Engine-Room Simulator, 2017 Edition	2		
29	book	IMO TC102E Model Course Advanced Training for Oil Tanker Cargo Operations, 2015 Edition	1		
30	book	IMO TC104E Model Course: Basic Training for Liquefied Gas Tanker Cargo Operations, 2014 Edition	1		
31	book	T716E Ratings Seafarer Engine, 2019 Edition	1		
32	book	Bridge Procedures Guide 6th Edition 2022	1		
33	book	STCW including 2010 Manila Amendments, 2017 edition (ID938)	1		

REQUEST FOR QUOTATION FORM FOR STCWO

34	book	The Mariners Handbook 12th edition 2020 (NP100)	1		
35	book	IALA Maritime Bouyage System 8th/2018 (NP735)	1		
36	book	COLREG 2003 Ed. (convention on the international regulations for preventing collisions at sea, 1972) (IB904)	1		
37	book	Nautical Almanac 2023	1		
38	book	International Code of Signals 2005 edition Revised 2022 (IB994E)	1		
39	book	Load Lines Convention 1966, 2021 Edition (Including Revised unified Interpretations)	1		
40	book	IBC Code 2020 (International Code for the Construction and Equipment of ships carrying Dangerous Chemicals in Bulk) (E100)	1		
41	book	Guidelines for the Implementation of Annex V of MARPOL 2017 Ed. (IC656e)	1		
42	book	Port Reception Facilities - How to do it 2016 Edition (IB597E)	1		
43	book	Marine Boilers 3Ed 1990 G.T.H Flanagan	1		

CONTRACT PACKAGE		Minimum Technical Specifications	QTY	Offered Technical Specification/ Service	Statement of Compliance ("Comply" or "Not Comply")
<b>LOT II (97,220.00)</b>		<b>LAW BOOKS</b>			
1.	Book	Revised Penal Code (Codal-Pocket Size), 2023 Edition	1		
2.	Book	Civil Code of the Philippines (Codal-Pocket Size), 2022 Edition (2023 Reprint)	1		
3.	Book	Remedial Laws of the Philippines (Lawyer's Edition), 2018 Edition	1		
4.	Book	Philippine Administrative Law, 2016 Edition Author: Carlo L. Cruz	1		
5.	Book	Administrative Law: Text and Cases, 2016 Edition Author: Hector S. De Leon, Hector M. De Leon, Jr.	1		
6.	Book	The Law on Public Officers, 2018 Edition Author: Carlo L. Cruz	1		

REQUEST FOR QUOTATION FORM FOR STCWO



7.	Book	Political Law Reviewer , 2018 Edition Author: Rolando Suarez	1		
8.	Book	Political Law Reviewer, 2022 Edition Author: Judge Ed Vincent Albano	1		
9.	Book	Philippine Laws on Overseas Seafarers, 2011 Edition Author: Atty. Teresita D. Castillom-Lora	1		
10.	Book	Fundamentals of Legal Writing, 2014 Edition Author: Justice Roberto A. Abad and Atty. Blessilda Abad-Gamo	1		
11.	Book	Legal Writing: A Competency-Based Approach, 2018 Edition Author : Gil Marvel P. Tabucanon and David A. Mockon	1		
12.	Book	Law Dictionary Paper Bound ( 2020 Edition) Author: Dean Ernesto C. Salao	1		
13.	Book	Black's Law Dictionary (11 <sup>th</sup> , 2019 Edition) Author: Bryan A. Garner	1		
14.	Book	Evidence: A Compendium for the Bench and Bar (Clothbound), 2021 Edition Author: Dean Ferdinand Tan	1		
15.	Book	Insights on Evidence, 2020 Edition Author: Chief Justice Diosdado M. Peralta and Justice Eduardo B. Peralta Jr	1		
16.	Book	Remedial Law Reviewer Volume 2, 2020 Edition Author: Judge Ed Vincent Albano	1		
17.	Book	Statutory Construction, 2015 Edition Author: Rolando Suarez	1		
18.	Book	Reviewer on Commercial Law, 2022 Edition Author: Jose R. Sundiang Sr. and Timoteo Aquino	1		
19.	Book	Philippine Corporate Law, 2021 Edition Author: Cesar Lapuz Villanueva	1		
20.	Book	Commentaries and Jurisprudence on the Revised Corporation Code of the Philippines (Clothbound), 2020 Edition Author: Timoteo B. Aquino and Maria Margaret Bernadette A. Aquino	1		

REQUEST FOR QUOTATION FORM FOR STCWO



21.	Book	Philippines Commercial Laws Volume IV, 2020 Edition Author: Hernando B. Perez	1		
22.	Book	Essential of Transportation and Public Utilities Law, 2020 Edition Author: Timoteo B. Aquino and Ramon Paul L. Hernando	1		
23.	Book	Labor Law Review (Clothbound), 2018 Edition Author: Atty. Paulino D. Ungos, Jr., Atty. Paulino Q. Ungos, III	1		
24.	Book	The Labor Code with Comments and Cases Vol. II-A Labor Relations, Vol. II-B Employment Termination, 2016 Edition Author: Cesario Azucena	1		
25.	Book	Handbook on Pleadings: Basic Rules and Forms, 2014 Edition Author: Rufino Javier	1		
26.	Book	Legal Forms (Cloth Bound), 2019 Edition Author: Rolando A. Suarez	1		
27.	Book	Provisional Remedies and Special Civil Actions, 2020 Edition Author: Voltaire Duano	1		
28.	Book	International Law 2020 Edition	1		

<b>Delivery Location:</b>  MARINA Building, Bonifacio Drive cor., 20th Street, Port Area, Manila, Philippines		
<b>Delivery Schedule:</b>  The delivery shall be within One Hundred Day (100) calendar days from the receipt of Notice to Proceed and Purchase Order.		
<b>CONDITIONS AND SUPPLIER RESPONSIBILITIES:</b>  1. The winning supplier shall deliver new and in perfect condition books no torn/missing pages and damaged covers;  2. Warranty: books found with defects must be replaced with a new copy within thirty (30) days		

REQUEST FOR QUOTATION FORM FOR STCWO

upon receipt of notification of the defect at no cost to the MARINA;		
3. The prospective supplier who accepted a Purchase Order and Notice to Proceed but failed to deliver the required Goods within the time called for in the purchase order shall be disqualified in participating from future procurement activities of MARINA. This is without prejudice to the imposition of other sanctions prescribed under R.A. 9184 and its Revised IRR against the supplier; and		

### **FINANCIAL OFFER**

**Terms of Payment:**

*Payment shall be made through Land Bank's LDDAP-ADA/Bank Transfer facility, within thirty (30) days after receipt of billing. In case of accounts maintained in other bank, bank transfer fees shall be chargeable against the creditor's account.*

**Payment Details:**

<b>Banking Institution :</b>	
<b>Account Number :</b>	
<b>Account Name</b> (should be the exact account name as registered in the bank):	
<b>Bank Branch :</b>	

*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.*



PROCUREMENT OF VARIOUS BOOKS FOR STCWO FY: 2024	
Approved Budget for the Contract (ABC)	Total Offered Quotation
<b>(a) Lot I: Supply, Delivery of various Maritime Books- ₱664,350.00,</b>	In words: _____ _____ _____ In figures: _____ _____
<b>(b) Lot II: Supply, Delivery of various Law Books- ₱97,220.00.</b>	In words: _____ _____ _____ In figures: _____ _____ _____

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

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

\_\_\_\_\_  
Office Telephone/Fax/Mobile Nos.

\_\_\_\_\_  
Email address/es



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF TRANSPORTATION  
MARITIME INDUSTRY AUTHORITY

**TERMS OF REFERENCE**  
**FOR THE PROCUREMENT OF VARIOUS BOOKS FOR STCW FY: 2024**

**I. OBJECTIVE:**

This project aims to procure various books from reputable suppliers capable to provide the STCW Office with direct access to books for their day-to-day operations specifically for the research, references, design and development of training standards.

- II. The Maritime Industry Authority (MARINA), a government agency established pursuant to Presidential Decree No. 474 (1974) and an attached agency to the Department of Transportation (DOTr), wishes to invite quotations from interested persons and entities for the following:

CONTRACT PACKAGE	ITEM DESCRIPTION		QTY
<b>LOT I (P664,350.00)</b>	<b>MARITIME BOOKS</b>		
1.	book	International Medical Guide for Ships, 3rd Edition, 2007	2
2.	book	MARPOL consolidated edition, 2022 edition (IF520E)	2
3.	book	SOLAS Consolidated Edition 2020 (16110E)	2
4.	book	IGF Code, 2016 Edition (I109E)	1
5.	book	Ballast Water Management - How to do it, 2017 Edition (I624E)	1
6.	book	Marine Oil Pollution Incident, 2016 Edition	1
7.	book	BLU Code (inc. BLU Manual), 2011 Edition (IA266E)	1
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9.	book	Fire Safety Systems (FSS) Code, 2015 Edition (IB155E)	1
10.	book	High-Speed Craft (2000 HSC) Code, 2021 Edition (IB185E)	1
11.	book	2011 ESP Code (2020 Edition) (IC265E)	1
12.	book	ISM Code & Guidelines, 2018 Edition (ID117E)	1
13.	book	GMDSS Manual, 2019 Edition (11970E)	1
14.	book	IMSBC Code and Supplement, 2022 Edition (IK260E)	1
15.	book	IMDG Code Supplement, 2022 Edition IL210E	1
16.	book	IMO T105E - Model Course Advanced Training for Liquefied Gas Tanker Cargo Operations, 2015	1
17.	book	IMO T144E Model Course: Safety Training for Personnel Providing Direct Service to Passengers in Passenger Spaces, 2018	1
18.	book	IMO T405E - Model course: Energy Efficient Operation of Ships, 2014 Edition	1
19.	book	IMO T710E Model Course: Ratings as Able Seafarer Deck, 2017 Edition	1
20.	book	IMO T711E Model Course: Basic Training for Ships in Polar Waters, 2017 Edition	1
21.	book	IMO T712E Model Course: Advanced Training for Ships Operating in Polar Waters, 2017 Edition	1

MARINA Building  
20th Street corner Bonifacio Drive  
1018 Port Area (South), Manila

Tel. Nos: (632) 8523-9078/ 8526-0971  
Fax No: (632) 8524-2895  
Website: [www.marina.gov.ph](http://www.marina.gov.ph)



		Author: Rolando Suarez	
8.	Book	Political Law Reviewer, 2022 Edition Author: Judge Ed Vincent Albano	1
9.	Book	Philippine Laws on Overseas Seafarers, 2011 Edition Author: Atty. Teresita D. Castillom-Lora	1
10.	Book	Fundamentals of Legal Writing, 2014 Edition Author: Justice Roberto A. Abad and Atty. Blessilda Abad-Gamo	1
11.	Book	Legal Writing: A Competency-Based Approach, 2018 Edition Author : Gil Marvel P. Tabucanon and David A. Mockon	1
12.	Book	Law Dictionary Paper Bound ( 2020 Edition) Author: Dean Ernesto C. Salao	1
13.	Book	Black's Law Dictionary (11 <sup>th</sup> , 2019 Edition) Author: Bryan A. Garner	1
14.	Book	Evidence: A Compendium for the Bench and Bar (Clothbound), 2021 Edition Author: Dean Ferdinand Tan	1
15.	Book	Insights on Evidence, 2020 Edition Author: Chief Justice Diosdado M. Peralta and Justice Eduardo B. Peralta Jr	1
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24.	Book	The Labor Code with Comments and Cases Vol. II-A Labor Relations, Vol. II-B Employment Termination, 2016 Edition Author: Cesario Azucena	1
25.	Book	Handbook on Pleadings: Basic Rules and Forms, 2014 Edition Author: Rufino Javier	1
26.	Book	Legal Forms (Cloth Bound), 2019 Edition Author: Rolando A. Suarez	1
27.	Book	Provisional Remedies and Special Civil Actions, 2020 Edition Author: Voltaire Duano	1
28.	Book	International Law 2020 Edition	1

### III. APPROVED BUDGET FOR THE CONTRACT

The Approved Budget for the Contract (ABC) is Seven Hundred Sixty One Thousand Five Hundred Seventy Pesos (P761,570.00), inclusive of all applicable taxes, transport/delivery or other miscellaneous expenses and will be charged against the MARINA Central Office funds FY 2024, consisting of the following: (a) Lot 1: Supply, Delivery of various Maritime Books- P664,350.00, (b) Lot II: Supply, Delivery of various Law Books- P97,220.00.

### IV. CONDITIONS AND SUPPLIER RESPONSIBILITIES:

1. The procurement of various books of the STCWO is divided into two (2) Lots. As such, the prospective supplier may submit quotations for one, two and/or all lots as indicated in Item II above;
2. The winning supplier shall deliver new and in perfect condition books no torn/missing pages and damaged covers;
3. All bids shall be considered as fixed prices and not subject to price escalation during contract implementation;
4. Price quotations to be denominated in Philippine Peso shall include all applicable government taxes and fees;
5. Warranty: books found with defects must be replaced with a new copy within thirty (30) days upon receipt of notification of the defect at no cost to the MARINA;
6. The prospective supplier who accepted a Purchase Order and Notice to Proceed but failed to deliver the required Goods within the time called for in the purchase order shall be disqualified in participating from future procurement activities of MARINA. This is without prejudice to the imposition of other sanctions prescribed under R.A. 9184 and its Revised IRR against the supplier; and
7. The prospective supplier shall submit the following documents:
  - a. PhilGEPS Registration Copy/Number;
  - b. Latest Mayor's/Business Permit
  - c. Latest Copy of Business/ Income Tax Return (ITR) for Lot 1 only
  - d. Omnibus Sworn Statement
    - d.1. To attach duly notarized Special Power of Attorney (If representing the owner of a sole proprietorship), or
    - 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.



**V. PERIOD OF DELIVERY:**

The delivery shall be within One Hundred Day (100) calendar days from the receipt of Notice to Proceed and Purchase Order.

**VI. TERMS OF PAYMENT:**

1. Within fifteen to thirty (15-30) calendar days upon receipt of billing invoice/Statement of Account and issuance of Inspection and Acceptance report by the MARINA;
2. Payment shall be made through List of Due and Demandable Accounts Payable with Advice to Debit Account (LDDAP-ADA);
3. The supplier shall provide the bank Account wherein payment will be credited.
4. Preferably Landbank Account otherwise, bank charges shall be borne by the supplier.


Prepared by:


  
**GALILEO M. GARCIA** CPA  
Chief, Administrative Services Division

  
~~Recommending Approval:~~

**SAMUEL L. BATALLA**  
Executive Director  
STCW Office

Reviewed by:

  
**BUENA G. RAMOS**  
Head, TWG for Goods (SVP)

  
Atty. **SHARON B. ALEJO**  
Chairperson, MARINA BAC

~~APPROVED / DISAPPROVED~~

  
**SONIA B. MALALUAN**  
Administrator

*25 Mar 2024*  
*mu 3/22/24*

## 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]*