



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 **CONSULTANCY SERVICES FOR THE CONDUCT OF STRATEGY REFRESH AS PREPARATION FOR THE PERFORMANCE GOVERNANCE SYSTEM (PGS) PROFICIENCY REVALIDA** 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 **Three Hundred Forty Thousand Four Hundred Eighty Pesos (Php 340,480.00)**.

Please submit your duly signed quotation addressed to the Bids and Awards Committee (BAC) Chairperson and to the given address below, on or before 31 of JULY 2024, subject to the compliance with the Terms and Conditions provided on this Request for Quotation (RFQ):

Atty. MARIA ROWENA B. HUBILLA

BAC Chairperson

MARINA BAC Office, 10th Floor MARINA Building,
Bonifacio Drive cor., 20th 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:

- Valid Mayor's/Business Permit
- Professional License/Curriculum Vitae of consultants
- Valid PhilGEPS Registration

The Supplier/ Service Provider with the Single/Lowest Calculated Quotation shall submit its **Omnibus Sworn Statement (GPPB – Prescribed forms), Income/Business Tax Return (for ABC's above Php500k)** within a non-extendible period of five (5) calendar days from the receipt of the notice of Single/Lowest Calculated Quotation.

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**.

By the Authority of the Bids and Awards Committee:


ATTY. MARIVIC S. RAMOS
Head, Bids and Awards Committee Secretariat

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.

(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:

DESCRIPTION	Statement of Compliance ("Comply" or "Not Comply")	Unit Cost (Vat Inclusive)	Total Cost (Vat Inclusive)
ONE (1) LOT: CONSULTANCY SERVICES TO PROVIDE THE FOLLOWING SERVICES: <ol style="list-style-type: none"> 1. Strategy Refresh 2. Cascading 3. Office of Strategy Management (OSM) Capacity Building 			
1. RESPONSIBILITIES OF THE CONSULTANCY FIRM:	Statement of Compliance ("Comply" or "Not Comply")		
a. Constitute a project management team that will closely work with the selected Firm;			
b. Capacitate the Strategy Management Division (SMD) on Process Coaching, Scoreboarding, Strategy Monitoring, Stakeholder Engagement, and MSGC Management;			
c. Facilitate the conduct of working sessions;			
d. Conduct strategy refresh for the MARINA's PGS Core Team, composed of the following activities/interventions: <ol style="list-style-type: none"> 1. Strategy Refresh proper (Strategic positioning and Strategy formulation); 2. Cascading; 3. Office of Strategy Management Capacity Building; 			
e. Provide guideline for the preparatory work and program design for the interventions;			
f. Provide guidance to the MARINA PGS technical working group (TWG) on the following: 1) in the cleaning up and finalization of outputs from the interventions; and 2) in embedding the PGS system to existing management structures of the organization.			
g. Issue official receipts to the MARINA for all payments made in accordance with the project.			

2. <u>QUALIFICATION REQUIREMENTS FOR HIRING OF CONSULTANT</u>	Statement of Compliance ("Comply" or "Not Comply")									
Has the experience and expertise in assisting government agencies in the formulation of the PGS Scorecard and implementing the PGS as an innovative management tool in tracking performance.										
3. <u>DELIVERABLES/INTERVENTIONS</u>	Statement of Compliance ("Comply" or "Not Comply")									
<p>The major deliverables of the Consultancy firm/company are as follows:</p> <table border="1" data-bbox="272 546 858 831"> <thead> <tr> <th>Interventions</th> <th>Timeline</th> </tr> </thead> <tbody> <tr> <td>Strategy Refresh</td> <td>7-9 August 2024</td> </tr> <tr> <td>Cascading</td> <td>9-11 September 2024</td> </tr> <tr> <td>OSM Capacity Building</td> <td>24-25 September 2024</td> </tr> </tbody> </table>	Interventions	Timeline	Strategy Refresh	7-9 August 2024	Cascading	9-11 September 2024	OSM Capacity Building	24-25 September 2024		
Interventions	Timeline									
Strategy Refresh	7-9 August 2024									
Cascading	9-11 September 2024									
OSM Capacity Building	24-25 September 2024									
4. <u>TERMS OF PAYMENT</u>	Statement of Compliance ("Comply" or "Not Comply")									
<p>4.1 Payment shall be made within thirty (30) days after the submission and acceptance and/or approval by the MARINA, together with the submission of the Consultancy firm/company invoices (in duplicate) and the various outputs/deliverables to wit:</p> <table border="1" data-bbox="244 1128 807 1588"> <thead> <tr> <th>Payment Tranche</th> <th>Amount (in Philippine Peso)</th> <th>Payment Requirements (Deliverables)</th> </tr> </thead> <tbody> <tr> <td>N/A</td> <td>100% of the agreed contract price</td> <td>Submission of Updated Basic Governance Documents upon completion of OSM Capacity Building</td> </tr> <tr> <td>TOTAL</td> <td>100% of agreed contract price</td> <td></td> </tr> </tbody> </table> <p>4.2 Payment shall be made in Philippine peso.</p> <p>4.3 Payment shall be made in accordance with prevailing accounting and auditing rules.</p>	Payment Tranche	Amount (in Philippine Peso)	Payment Requirements (Deliverables)	N/A	100% of the agreed contract price	Submission of Updated Basic Governance Documents upon completion of OSM Capacity Building	TOTAL	100% of agreed contract price		
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N/A	100% of the agreed contract price	Submission of Updated Basic Governance Documents upon completion of OSM Capacity Building								
TOTAL	100% of agreed contract price									

5. <u>COORDINATION AND REPORTING</u>	Statement of Compliance ("Comply" or "Not Comply")
<p>The Consultancy Firm/company shall closely coordinate with and/or report to the MARINA in the preparatory, actual and post-activities to be undertaken.</p> <ol style="list-style-type: none"> 1. The Consultant Firm/company is not authorized to enter into or assume any obligation, financial or otherwise, on behalf of and/or the name of the MARINA nor take any warranty or representation on its behalf. The Consultancy Firm shall not be entitled to conclude any contract or agreement on behalf of or on the name of MARINA. 2. The Consultancy Firm/company shall be deemed at all times to be an independent contractor and nothing herein contained shall be deemed to create the relationship of employer and employee, partnership, or joint venture between them. 	
6. <u>INTELLECTUAL PROPERTY RIGHTS AND CONDITIONS</u>	Statement of Compliance ("Comply" or "Not Comply")
<ol style="list-style-type: none"> 1. All materials produced or acquired under the terms of this consultancy shall remain the property of the MARINA. 2. The MARINA, furthermore, retains the exclusive right to publish and disseminate the reports and studies arising from such materials even after the termination of this consultancy. 3. For the avoidance of doubt, the intellectual property rights in any work or material used in this project belonging to the Consultancy Firm/company or their party created independently of this project shall remain with the Consultancy Firm/company or third party and may not be used without prior written consent of the Consultancy Firm/company or third party or for any purpose other than the implementation hereof. 4. All information and data, including the analysis thereof and conclusions drawn therefrom, gathered in connection and in the course of rendering the service to the Procuring Entity shall remain confidential and shall not be disclosed to third parties during or after the duration of the consultancy. 	
7. <u>TERMS AND CONDITIONS</u>	Statement of Compliance ("Comply" or "Not Comply")

1. Any delay affecting the delivery of services shall be promptly reported in writing to the Procuring Entity, stating the cause, the time amount of time involved, and its impact on the timetable and work schedule.	
2. Adjustment to the contract price may be made in case of changes resulting in the increase or decrease in the delivery of services contracted. An equivalent adjustment on the contract price, time, or both shall be agreed upon in writing by the contracting parties.	
8. <u>DURATION OF THE CONSULTANCY</u>	Statement of Compliance ("Comply" or "Not Comply")
The selected Consultancy Firm shall perform the Services outlined herein for a period of five (5) months commencing upon receipt of the Notice to Proceed (NTP) or any other period as may be subsequently agreed by the parties in writing.	

FINANCIAL OFFER

Terms of Payment:

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;

Payment Details:

Banking Institution :	_____
Account Number :	_____
Account Nme (should be the exact account name as registered in the bank):	_____
Bank Branch :	_____

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 CONSULTANCY SERVICES FOR THE CONDUCT OF STRATEGY REFRESH AS PREPARATION FOR THE PERFORMANCE GOVERNANCE SYSTEM (PGS) PROFICIENCY REVALIDA	
Approved Budget for the Contract (ABC)	Total Offered Quotation

**Three Hundred Forty Thousand Four
Hundred Eighty Pesos only
(Php 340,480.00)**

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

**PROCUREMENT OF CONSULTANCY SERVICES FOR THE CONDUCT OF
STRATEGY REFRESH AS PREPARATION FOR THE PERFORMANCE
GOVERNANCE SYSTEM (PGS) PROFICIENCY REVALIDA**

I. RATIONALE

Executive Order No 823, 2009 promotes the adoption of key process improvements project (PIPS) in government agencies. One of these PIPs is the adoption by government agencies of the Balanced Scorecard Rating System which is being implemented by the Civil Service Commission (CSC).

The PGS is the Philippine adaptation of the Balanced Scorecard (BSC) model. PGS is a holistic and collaborative framework for designing, executing, monitoring, and sustaining roadmaps to reforms. It culls out global best practices in managing strategy to meet the rising needs of the Philippine public sector institutions.

The Maritime Industry Authority (MARINA), in its vision to become a strong and dynamic authority of the maritime industry, adopted PGS in its system. With the on-going implementation of the Updated Maritime Industry Development Plan (MIDP) 2023-2028, MARINA needs to capacitate the entire organization in order to deliver its expected roles and responsibilities as the lead agency for the country's maritime industry.

After passing the Initiation (2013) and Compliance (2019) stages, the MARINA wishes to pursue the third stage, Proficiency for 2025. However, it must first conduct a Strategy Refresh in view of the passage of time since passing the Compliance stage and to recalibrate its strategy which was affected by the adoption of the Updated Maritime Industry Development Plan (MIDP) 2023-2028.

II. OBJECTIVE

The Terms of Reference (TOR) covers the need to engage a consultancy Firm that will facilitate the strategy refresh and capacity building sessions towards the goal of being conferred as PGS Proficient.

III. PROJECT DESCRIPTION

Having been conferred the PGS Compliant status in November 2019, the MARINA seeks to pursue the two (2) remaining stages of the PGS pathway. To

do so, the MARINA needs to undergo necessary interventions for organizational alignment and for the validation of breakthrough results.

As a starting point of the Strategy Refresh, the strategic position of the organization will be identified in order to set the overall direction for the strategy based on the needs and the current realities of the organization.

The strategic position will be translated into strategic goals that the organization will focus on where the organization's strategic objectives which will be identified to push forward the achievement of the breakthrough goal will be anchored on.

In the light of the strategic goals and strategic objectives, deliverables will be identified for the operationalization of the strategy.

Measures/indicators of success will also be developed to properly track performance.

IV. RESPONSIBILITIES OF THE CONTRACTING PARTIES

1. Responsibilities of the Consultancy Firm:

- a. Constitute a project management team that will closely work with the selected Firm;
- b. Capacitate the Strategy Management Division (SMD) on Process Coaching, Scoreboarding, Strategy Monitoring, Stakeholder Engagement, and MSGC Management;
- c. Facilitate the conduct of working sessions;
- d. Conduct strategy refresh for the MARINA's PGS Core Team, composed of the following activities/interventions:
 1. Strategy Refresh proper (Strategic positioning and Strategy formulation);
 2. Cascading;
 3. Office of Strategy Management Capacity Building;
- e. Provide guideline for the preparatory work and program design for the interventions;
- f. Provide guidance to the MARINA PGS technical working group (TWG) on the following: 1) in the cleaning up and finalization of outputs

from the interventions; and 2) in embedding the PGS system to existing management structures of the organization.

- g. Issue official receipts to the MARINA for all payments made in accordance with the project.

2. Responsibilities of MARINA

To meet the requirements of the PGS Proficiency Stage, MARINA through an official mandated office/unit for strategy management- the Strategy Management Division (SMD) shall:

- a. Comply with the administrative and logistical requirements of onsite working sessions, including but not limited to inspection of project sites, airport transfers, land travel expenses, food and accommodation of no more than five (5) personnel of the consultancy firm;
- b. Comply with the documentary requirements and other deliverables in a timely manner;
- c. MARINA shall be responsible for expenses incurred by the consultant on its behalf, which shall be supported by the proper receipts;
- d. Fulfill other additional requirements related to the successful conduct of the strategy refresh and,
- e. Comply with all audit instruments and mechanisms at every stage to mark its completion of a specific stage and to validate eligibility to move up the Governance Pathway.

V. QUALIFICATION REQUIREMENTS FOR HIRING OF CONSULTANT

The Consultancy firm/company should meet the following qualifications:

Has the experience and expertise in assisting government agencies in the formulation of the PGS Scorecard and implementing the PGS as an innovative management tool in tracking performance.

The following documents shall be submitted:

1. Mayor's Permit/Business Permit

2. Professional License/Curriculum Vitae of consultants
3. Philgeps Registration Number/Certificate

VI. DELIVERABLES/INTERVENTIONS

The major deliverables of the Consultancy firm/company are as follows:

Interventions	Timeline
Strategy Refresh	7-9 August 2024
Cascading	9-11 September 2024
OSM Capacity Building	24-25 September 2024

VII. APPROVED BUDGET OF THE CONSULTANCY CONTRACT

The amount of Three Hundred Forty Thousand Four Hundred Eighty Pesos (Php 340,480.00) inclusive of all applicable taxes and charges has been approved to cover costs associated for the production of the abovementioned project.

VIII. TERMS OF PAYMENT

1. Payment shall be made within thirty (30) days after the submission and acceptance and/or approval by the MARINA, together with the submission of the Consultancy firm/company invoices (in duplicate) and the various outputs/deliverables to wit:

Payment Tranche	Amount (in Philippine Peso)	Payment Requirements (Deliverables)
N/A	100% of the agreed contract price	Submission of Updated Basic Governance Documents upon completion of OSM Capacity Building
TOTAL	100% of agreed contract price	

2. Payment shall be made in Philippine peso.
3. Payment shall be made in accordance with prevailing accounting and auditing rules.

IX. COORDINATION AND REPORTING

The Consultancy Firm/company shall closely coordinate with and/or report to the MARINA in the preparatory, actual and post-activities to be undertaken.

1. The Consultancy Firm/company is not authorized to enter into or assume any obligation, financial or otherwise, on behalf of and/or the name of the MARINA nor take any warranty or representation on its behalf. The Consultancy Firm shall not be entitled to conclude any contract or agreement on behalf of or on the name of MARINA.
2. The Consultancy Firm/company shall be deemed at all times to be an independent contractor and nothing herein contained shall be deemed to create the relationship of employer and employee, partnership, or joint venture between them.

X. INTELLECTUAL PROPERTY RIGHTS AND CONDITIONS

1. All materials produced or acquired under the terms of this consultancy shall remain the property of the MARINA.
2. The MARINA, furthermore, retains the exclusive right to publish and disseminate the reports and studies arising from such materials even after the termination of this consultancy.
3. For the avoidance of doubt, the intellectual property rights in any work or material used in this project belonging to the Consultancy Firm/company or their party created independently of this project shall remain with the Consultancy Firm/company or third party and may not be used without prior written consent of the Consultancy Firm/company or third party or for any purpose other than the implementation hereof.
4. All information and data, including the analysis thereof and conclusions drawn therefrom, gathered in connection and in the course of rendering the service to the Procuring Entity shall remain confidential and shall not be disclosed to third parties during or after the duration of the consultancy.

XI. TERMS AND CONDITIONS

1. Any delay affecting the delivery of services shall be promptly reported in writing to the Procuring Entity, stating the cause, the time amount of time involved, and its impact on the timetable and work schedule.
2. Adjustment to the contract price may be made in case of changes resulting in the increase or decrease in the delivery of services contracted. An equivalent adjustment on the contract price, time, or both shall be agreed upon in writing by the contracting parties.

XII. DURATION OF THE CONSULTANCY

The selected Consultancy Firm shall perform the Services outlined herein for a period of five (5) months commencing upon receipt of the Notice to Proceed (NTP) or any other period as may be subsequently agreed by the parties in writing.

XIII. CONTACT

LUISITO U. DELOS SANTOS

Director II
Planning and Policy Service
Bonifacio Drive cor. 2nd Street
Railroad St., South Harbor, Port Area, Manila
Email Address: pps@marina.gov.ph

Prepared by:



KORINA MAE V PIMENTEL


OIC, SMD

Reviewed by:



CIRILA ANTONIA HERNANDEZ
Head, TWG for Consultancy

Approved by:



LUISITO U. DELOS SANTOS
Director II, PPS

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]