



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 a **SERVICE PROVIDER FOR THE COMPREHENSIVE PREVENTIVE MAINTENANCE AND REPAIR SERVICE (CPMRS) OF THE ESCALATORS AND ELEVATORS FOR 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.

Please submit your duly signed quotation addressed to the Bids and Awards Committee (BAC) Chairperson and to the given address below, on or before 12NN of 09 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 **PhilGEPS Registration Number** and **2024 Mayor's/Business Permit** along with the signed quotation/proposal.

The Supplier/Service Provider with Single/Lowest Calculated Quotation shall submit its **Omnibus Sworn Statement (GPPB – Prescribed forms), Income/Business Tax Return (for ABC's above Php 500k)** 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	Quantity	Statement of Compliance ("Comply" or "Not Comply")	Unit Cost (Vat Inclusive)	Total Cost (Vat Inclusive)
PROCUREMENT OF A SERVICE PROVIDER FOR THE COMPREHENSIVE PREVENTIVE MAINTENANCE AND REPAIR SERVICE (CPMRS) OF THE ESCALATORS AND ELEVATORS FOR 2024	1 lot			
TERMS OF CONTRACT PERIOD <ul style="list-style-type: none">The term of the Service Agreement will be for the period of six (6) months, from July to December 2024 effective upon receipt of the Notice to Proceed by the winning bidder. <p>Extension Clause – Except to the extent as otherwise provided in the contract, and subject to the provision of Republic Act (RA) 9184 and its 2016 Implementing Rules and Regulations (IRR). The parties shall extend the contract on a month-to-month basis under the same applicable terms and conditions up to the scope of services and quality of works, in the event that no new contract is awarded after the expiration of the current contract.</p>				

SCOPE OF WORK

- a. The supply of supervision, labor, equipment, tools, materials, parts, and expertise for the Monthly Preventive Maintenance and Repair of four (4) units of Elevators and two (2) units of escalators located at the MARINA Central Office, for a period of six (6) months, from July to December 2024.
- b. Conduct periodic inspection, preventive maintenance, incidental servicing, emergency service, and repair and replacement of parts of the three (3) units of elevators, two (2) units of escalators, and one (1) unit wheelchair lift as specified below:

	ELEVATOR R 1	ELEVATOR 2	ELEVATOR 3 (SCENIC)	W.CHAIR LIFT	ESC 1 & ESC2
Type/ Model	TWJ1150- 1.5 (MRL)	TKJ630-1.5 (with MR)	TWJ1000-1.5	SJDO.34- 3.5	KYS235- 800-3500
Use	Passenger	Passenger	Passenger/ Scenic	Passenger	Passenger
No. of Units	One (1)	One (1)	One (1)	One (1)	Two (2)
Capacity	1150 kgs	630 kgs (8 persons)	1000 kgs	340 kgs	7500 persons/ hour
Speed	90 meters/ minute	90 meters/ minute	90meters/ minute	2-3 meters/ minute	30 meters/ minute
No. of stops/ openings	Twelve (12) @ G,2- 12	Twelve (12) @ G,2-12	Twelve (12) @ G,2-12	Two (2) @ G,2	

- c. Systematically examine, clean, lubricate, adjust, apply rust protective paint, and repair/replace parts of all the machines specified above.
- d. Provide emergency repairs without additional charge and respond immediately to MARINA's report of any escalator/elevator malfunction, inoperability, or otherwise appearing to constitute a danger to users.

RESAPONSIBILITIES 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.

<p>b. The Service Provider shall maintain records which shall include repair work performed, preventive maintenance activity, spare parts utilized, and any modifications to the equipment, and/or emergency services.</p> <p>c. The Service Provider shall advise the Director of the MARINA- MFAS through the Building Supervisor 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.</p> <p>d. The Service Provider shall carry out such repairs and worn-out parts replacement upon approval by the MFAS Director.</p> <p>e. In case of an elevator and escalator breakdown during the conduct of preventive maintenance, it shall be the Service Provider's responsibility to restore the Elevators and Escalators to normal operation within a maximum of five (5) working days after a breakdown.</p> <p>f. The Service Provider shall process inspections, documents, and permits necessary for the operation of the Elevators and Escalators at no extra cost to MARINA.</p>				
<p>OTHER CONDITIONS</p> <p>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.</p> <p>b. The Service Provider shall assign trained and skilled personnel in its employ who are qualified to perform preventive maintenance and repair of the MARINA Central Office Elevators and Escalators. The MARINA has the right to request for replacement of the Service Provider's personnel if found violating any of the terms and conditions thereof/or if found lack the technical knowhow in Escalator</p>				

<p>and Elevator maintenance, troubleshooting and repair.</p> <p>c. The Service provider shall furnish tools, equipment, lubricants, and cleaning supplies as necessary to carry out their duties and responsibilities.</p> <p>d. All work and services provided for 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>e. The Service Provider must ensure that all their employees assigned in MARINA observe, at a minimum, safety practices during maintenance, inspection, or testing procedures which include but are not limited to the following:</p> <ul style="list-style-type: none"> • Wearing proper protective equipment when performing maintenance, inspection, and testing tasks. • If applicable, provide signage and/or barriers, especially at hoisting doors • Adherence to good housekeeping practices <p>f. 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>g. 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>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., and, whenever</p>				

necessary, on Saturdays and Holidays, with no extra cost to MARINA.			
LOCATION MARINA Building, Bonifacio Drive cor., 20th Street, Port Area, Manila, Philippines			
MARINA REQUIREMENTS Prospective bidders shall acquire/submit the following requirements/documents together with the quotation: a. The company has a minimum of two (2) years of experience in the elevator and escalator 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. Service Provider must submit one (1) 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); and c. The Service Provider shall have a physical office/branch in Metro Manila and available line of communication.			

FINANCIAL OFFER

<u>Terms of Payment:</u> The Comprehensive Preventive Maintenance and Repair Service Fee shall be paid monthly within fifteen to thirty (15-30) calendar days upon submission of the following documents from the Service Provider subject to all applicable taxes: <ul style="list-style-type: none"> • Letter Request for Payment; and, • Monthly Service Reports on the Preventive Maintenance of the Elevators and Escalators complete with findings, recommendations, parts, and equipment that needs to be repaired or replaced duly signed by a MARINA authorized representative.
<u>Payment Details:</u> Banking Institution : _____ Account Number : _____ Account Name (should be the exact account name 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 A SERVICE PROVIDER FOR THE COMPREHENSIVE PREVENTIVE MAINTENANCE AND REPAIR SERVICE (CPMRS) OF THE ESCALATORS AND ELEVATORS FOR 2024	
Approved Budget for the Contract (ABC)	Total Offered Quotation
Eight Hundred Twenty-Eight Thousand Pesos (Php 828,000.00)	In words: _____

	In figures: _____

Signature over Printed Name

Position/Designation

Office Telephone/Fax/Mobile Nos.

Email address/es

TERMS OF REFERENCE (TOR)

**PROCUREMENT OF A SERVICE PROVIDER FOR THE
COMPREHENSIVE PREVENTIVE MAINTENANCE AND REPAIR
SERVICE (CPMRS) OF THE ESCALATORS AND ELEVATORS
FOR 2024**

**MARINA Building, 20th street cor. A Bonifacio Drive,
Port Area (South), Manila**

TERMS OF REFERENCE (TOR)

PROCUREMENT OF A SERVICE PROVIDER FOR THE COMPREHENSIVE PREVENTIVE MAINTENANCE AND REPAIR SERVICE (CPMRS) OF THE ESCALATORS AND ELEVATORS FOR 2024

1. PURPOSE

The purpose of the Preventive Maintenance and Repair Service of Elevators and Escalators of the MARINA Central Office is to have monthly periodic preventive maintenance and repair of the elevators and escalators and all their parts and components to ensure continuous operation and safety of the passengers.

2. APPROVED BUDGET FOR THE CONTRACT

The total Approved Budget for the Contract (ABC) for this procurement is **Eight Hundred Twenty-Eight Thousand Pesos (P 828,000.00)**, inclusive of all applicable national and local taxes. The source of funds is the MOOE Funds 2024.

3. TERMS OF CONTRACT PERIOD

The term of the Service Agreement will be for the period of six (6) months, from July to December 2024 effective upon receipt of the Notice to Proceed by the winning bidder.

Extension Clause – Except to the extent as otherwise provided in the contract, and subject to the provision of Republic Act (RA) 9184 and its 2016 Implementing Rules and Regulations (IRR). The parties shall extend the contract on a month-to-month basis under the same applicable terms and conditions up to the scope of services and quality of works, in the event that no new contract is awarded after the expiration of the current contract.

4. SCOPE OF WORK

- a. The supply of supervision, labor, equipment, tools, materials, parts, and expertise for the Monthly Preventive Maintenance and Repair of four (4) units of Elevators and two (2) units of escalators located at the MARINA Central Office, for a period of six (6) months, from July to December 2024.
- b. Conduct periodic inspection, preventive maintenance, incidental servicing, emergency service, and repair and replacement of parts of the three (3) units of

elevators, two (2) units of escalators, and one (1) unit wheelchair lift as specified below:

	ELEVATOR 1	ELEVATOR 2	ELEVATOR 3 (SCENIC)	W.CHAIR LIFT	ESC 1 & ESC2
Type/ Model	TWJ1150-1.5 (MRL)	TKJ630-1.5 (with MR)	TWJ1000-1.5	SJDO.34- 3.5	KYS235-800- 3500
Use	Passenger	Passenger	Passenger/Scenic	Passenger	Passenger
No. of Units	One (1)	One (1)	One (1)	One (1)	Two (2)
Capacity	1150 kgs	630 kgs (8 persons)	1000 kgs	340 kgs	7500 persons/ hour
Speed	90 meters/minute	90 meters/minute	90 meters/minute	2-3 meters/ minute	30 meters/ minute
No. of stops/ openings	Twelve (12) @ G,2- 12	Twelve (12) @ G,2-12	Twelve (12) @ G,2-12	Two (2) @ G,2	

- c. Systematically examine, clean, lubricate, adjust, apply rust protective paint, and repair/replace parts of all the machines specified above.
- d. Provide emergency repairs without additional charge and respond immediately to MARINA's report of any escalator/elevator malfunction, inoperability, or otherwise appearing to constitute a danger to users.

5. 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 repair work performed, preventive maintenance activity, spare parts utilized, and any modifications to the equipment, and/or emergency services.
- c. The Service Provider shall advise the Director of the MARINA- MFAS through the Building Supervisor 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 shall carry out such repairs and worn-out parts replacement upon approval by the MFAS Director.
- e. In case of an elevator and escalator breakdown during the conduct of preventive maintenance, it shall be the Service Provider's responsibility to restore the Elevators and Escalators to normal operation within a maximum of five (5) working days after a breakdown.

- f. The Service Provider shall process inspections, documents, and permits necessary for the operation of the Elevators and Escalators at no extra cost to MARINA.

6. 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 and repair of the MARINA Central Office Elevators and Escalators. The MARINA has the right to request for replacement of the Service Provider's personnel if found violating any of the terms and conditions thereof/or if found lack the technical knowhow in Escalator and Elevator maintenance, troubleshooting and repair.
- c. The Service provider shall furnish tools, equipment, lubricants, and cleaning supplies as necessary to carry out their duties and responsibilities.
- d. All work and services provided for 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.
- e. The Service Provider must ensure that all their employees assigned in MARINA observe, at a minimum, safety practices during maintenance, inspection, or testing procedures which include but are not limited to the following:
- Wearing proper protective equipment when performing maintenance, inspection, and testing tasks.
 - If applicable, provide signage and/or barriers, especially at hoisting doors
 - Adherence to good housekeeping practices
- f. 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;
- g. 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.

7. 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., and, whenever necessary, on Saturdays and Holidays, with no extra cost to MARINA.

8. ELIGIBILITY REQUIREMENTS

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

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

9. MARINA REQUIREMENTS

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

- a. The company has a minimum of two (2) years of experience in the elevator and escalator 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. Service Provider must submit one (1) 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);** and
- c. The Service Provider shall have a physical office/branch in Metro Manila and available line of communication.

10. PAYMENT TERM

- a. The **Comprehensive Preventive Maintenance and Repair 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 Elevators and Escalators complete with findings, recommendations,

parts, and equipment that needs to be repaired or replaced duly signed by a MARINA authorized representative.

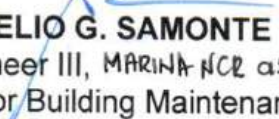
11. LIQUIDATED DAMAGES

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
OIC-Chief, GSD, MFAS

Reviewed by:


Engr. ROGELIO G. SAMONTE
Engineer III, MARINA-PCB as
Head of TWG for Building Maintenance

APPROVED / ~~DISAPPROVED~~:


CHERYL V. PASCUA
Director II, MFAS

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, Procurement Agent if engaged, 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, Procurement Agent if engaged, 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, Procurement Agent if engaged, 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]