



## REQUEST FOR QUOTATION

Date	:	May 20, 2022
Project Title	:	Supply, Delivery, Installation and Testing of Various Materials and Services for the Repairs and Maintenance of different machineries/equipment and Rental of Live Plants of Casino Filipino Cebu and its Satellites <b>(Two Years Preventive Maintenance of One Unit Generator Set of CF-Cebu)</b> under ITB No. FB22-05-001CEB
ITB No.	:	FB22-05-001CEB
Approved Budget for the Contract (ABC)	:	<b>Four Hundred Ninety-Five Thousand Pesos (Php 495,000.00) VAT Exclusive, Zero-Rated Transaction</b>
Fee for the Sale of Request for Quotation (RFQ)	:	Complete details of the project are indicated in the RFQ which will be available to all the prospective bidders at the Procurement Section (PS) of Casino Filipino-Cebu upon payment of <b>Five Hundred Pesos (Php 500.00)</b> for the sale or issuance of the RFQ.
Schedule for Negotiations	:	<b>May 26, 2022, Wednesday, 1:00 p.m.</b>  3 <sup>rd</sup> Floor, Casino Filipino-Cebu, Waterfront Cebu City Hotel and Casino, 1 Salinas Driver, Lahug, Cebu City
Deadline for the Submission and Receipt of the Best Offer/s	:	<b>June 8, 2022, Wednesday, 3:00 p.m. (Sealed Quotation)</b>  3 <sup>rd</sup> Floor, Casino Filipino-Cebu, Waterfront Cebu City Hotel and Casino, 1 Salinas Driver, Lahug, Cebu City
Opening and Preliminary Examination of the Best Offer/s	:	<b>June 8, 2022, Wednesday, 3:00 p.m. (Sealed Quotation)</b>  3 <sup>rd</sup> Floor, Casino Filipino-Cebu, Waterfront Cebu City Hotel and Casino, 1 Salinas Driver, Lahug, Cebu City
<p>Please address and submit the envelope containing the accomplished RFQ form and required documents to the Casino Filipino-Cebu Branch Bids and Awards Committee (BBAC), 3<sup>rd</sup> Floor, Casino Filipino-Cebu, Waterfront Cebu City Hotel and Casino, 1 Salinas Driver, Lahug, Cebu City</p> <p>.</p> <p>The envelope shall bear the following information in capital letters:</p> <ol style="list-style-type: none"><li>1. Title and reference number of the project; and</li><li>2. Name, address and contact details (telephone/cellphone numbers and/or e-mail address) of the Bidder.</li></ol>		

Sir / Madame:

In accordance with the Technical Specifications and General Conditions for the aforementioned project stated herewith, kindly fill up and submit your lowest proposal on the item/s services stated below.

For any inquiries or clarifications, please contact the Branch Procurement Section, Casino Filipino-Cebu, at telephone numbers (032) 268-4989 and look for Ms. Ramahdyna Jezza "Quimbee" Q. Conejos.

Thank you.

**CELESTE B. JAVIER (SGD)**

Chairman,

Branch Bids and Awards Committee (BBAC) CF-Cebu

Dear Ms. Javier:

In accordance with your request, following is our quotation for your requirement:

**I. TECHNICAL SPECIFICATIONS AND OTHER REQUIREMENTS OF THE PROJECT:**

<b>TECHNICAL SPECIFICATIONS</b>		<b>Offered Technical Quotation</b> Please fill up each row with either: <b>“Comply”</b> or <b>“Not Comply”</b>
<b>PROJECT:</b> Supply, Delivery, Installation and Testing of Various Materials and Services for the Repairs and Maintenance of different machineries/equipment and Rental of Live Plants of Casino Filipino Cebu and its Satellites <b>(Two Years Preventive Maintenance of One Unit Generator Set of CF-Cebu)</b> under ITB No. FB22-05-001CEB		
<b>TECHNICAL SPECIFICATIONS</b>		
QTY	DESCRIPTION	Please fill up each row with either: <b>“Comply”</b> or <b>“Not Comply”</b>
<b>One (1) Lot</b>	The CONTRACTOR shall conduct a schedule condition and performance monitoring on the (1) Unit Caterpillar Generator Set, 1850 KVA, 460v, 60hz, radiator cooled, Skid mounted, engine Model 3512 and marked as genset no. 3 located at Casino Filipino-Cebu	
	<b>TECHNICAL ANALYSIS I (TA-I)</b> – detailed inspection of the entire generator set systems to determine if each system is functioning within the acceptable standards  Walk around inspection of the cooling system, fuel system, air induction & exhaust system, lube oil system, starting system, control panel, power generator and sanitation	
	<b>TECHNICAL ANALYSIS II (TA-II)</b> – The CONTRACTOR’s technician/s shall conduct technical analysis II in addition to technical analysis I inspections. This involves running the generator set with load, and a system by system check-up using generator set diagnostic instruments. The following	

	<p>shall also be included in the inspection:</p> <ul style="list-style-type: none"> <li>• Cooling System <ul style="list-style-type: none"> <li>a. Perform radiator differential tests/ambient temperature tests</li> <li>b. Radiator air flow test</li> </ul> </li> <li>• Fuel System Pressure Test</li> <li>• Lubrication System Pressure Test</li> <li>• Air Induction and Exhaust System <ul style="list-style-type: none"> <li>a. Inlet Manifold Pressure (Boost Pressure Tests)</li> <li>b. Exhaust Back Pressure Test</li> </ul> </li> <li>• Air Filter Restriction Test <ul style="list-style-type: none"> <li>a. Exhaust Stack Temperature Test</li> <li>b. Blow-by Test</li> </ul> </li> <li>• Insulation test (Megger) on Generator</li> </ul>	
	<p><b>PERIODIC MAINTENANCE SERVICES</b> – detailed inspection of all the generators components and operational testing of the generator.</p> <ul style="list-style-type: none"> <li>• Exciter Stator <ul style="list-style-type: none"> <li>a. Check for loose, frayed or burnt winding</li> <li>b. Look for score marks</li> <li>c. Determine insulation resistance of exciter stator windings</li> </ul> </li> <li>• Exciter Armature <ul style="list-style-type: none"> <li>a. Check the exciter armature for burns on the mating surfaces</li> <li>b. Check the rectifiers and surge protectors for proper operation</li> <li>c. Check the exciter armature and rectifier assembly for loose, frayed or burnt winding or loose connections.</li> <li>d. Look for score marks caused by rubbing</li> <li>e. Determine insulation resistance of exciter armature windings</li> </ul> </li> <li>• Main Rotor <ul style="list-style-type: none"> <li>a. Bearing –check the bearing for damage or wear and for lubrication</li> <li>b. Fan-check the fan for cracks or broken blades</li> </ul> </li> </ul>	

	<p>c. Main Rotor Core and Windings.</p> <p>d. Check the rotor for loose, frayed or burnt windings</p> <p>e. Determine insulation resistance of main windings</p> <p>f. Main Stator</p> <p>g. Inspect the frame for cracks, burnt mating surfaces of other damage areas</p> <p>h. Inspect the stator for loose, frayed or burnt winding</p> <p>i. Determine insulation resistance of main stator windings</p> <p>The scope of this program is limited only to visual, <i>*minor repairs</i> and diagnostic inspection as well as the submission of our findings , recommendations and quotations. All other activities such as the disassemble, repair, reconditioning and/or overhauling of your unit arising either from normal wear and tear or through our technician's recommendations shall be treated separately.</p> <p><i>*Minor repairs are jobs that require less than an hour to complete and do not require special tooling. Any repair that requires more than one hour to complete shall be considered additional and shall be billed separately. Customer's conforme is necessary before the repair is performed.</i></p>	
	<p><b>PREVENTIVE MAINTENANCE SERVICES (PMS) –</b> to be performed every five hundred (500) hours interval or once a year whichever comes first and shall include the following (PARTS &amp; LABOR):</p> <ul style="list-style-type: none"> <li>• Change oil</li> <li>• Replace oil filter</li> <li>• Replace fuel filter</li> <li>• Extract SOS sample</li> <li>• Check batteries and electrolyte</li> <li>• Lubricate grease fittings</li> <li>• Change air filter (for the 1<sup>st</sup> year of the contract only)</li> </ul>	

	<ul style="list-style-type: none"> <li>• Check engine radiator coolant</li> </ul> <p><b>Note: Parts supplied includes engine oil, oil, fuel and air filters, coolant, grease, SOS kit and consumables.</b> All parts are subject for confirmation actual to unit</p>	
	<p><b>SCHEDULE OIL SAMPLIING (SOS)-</b> Technicians shall get oil samples every visit (Ta-I, TA-II or PMS). This way, the engine's internal condition can be determined without disassembly. The oil sample shall be analyzed by using the following tests:</p> <ul style="list-style-type: none"> <li>• Complete Testing (SOS-COMP)</li> <li>• Wear Metals, Total Base Number for Engine samples/Total Acid Number for non-engine, Viscosity (either V40 or V100), Flash Point (Open Cup), Water by distillation, Soot, Sulfur Content, Oxidation, Nitration, Glycol for Engine oil.</li> <li>• Contractor shall submit a technical Report Summary based on the TA-I or TA-II inspections, SOS Analysis stating its findings, analysis and recommendations within seven (7) days after each inspection.</li> </ul>	
	<p><b>EMERGENCY CALLS</b></p> <p>In the event that PAGCOR needs the Contractor to perform emergency analysis/diagnostics of its generator sets, Contractor shall dispatch technician/s within Five (5) hours from the time the problem was reported. Emergency call scopes of work are as follows:</p> <ol style="list-style-type: none"> <li>a. Problem identification</li> <li>b. Troubleshooting</li> <li>c. Minor Adjustments</li> <li>d. Recommendation/minor repair</li> </ol> <p><b>** Free of charge two (2) emergency calls and response for each year of the contract</b></p>	
	<p><b>FREQUENCY:</b></p> <p>Inspection of one (1) unit Generator Set: Generator #3 of CF-Cebu</p>	

	<ul style="list-style-type: none"> <li>• Technical Analysis I &amp; SOS once (1) a year</li> <li>• Technical Analysis II &amp; SOS twice (2) a year (every 6 months)</li> <li>• Preventive Maintenance Service (PMS) once (1) a year</li> </ul> <p><b>Sample Activity Chart:</b></p> <table border="1" style="width: 100%; text-align: center;"> <tr> <td><b>JAN</b></td><td><b>FEB</b></td><td><b>MAR</b></td><td><b>APR</b></td><td><b>MAY</b></td><td><b>JUN</b></td><td></td></tr> <tr> <td><b>M 1</b></td><td><b>M 2</b></td><td><b>M3</b></td><td><b>M4</b></td><td><b>M5</b></td><td><b>M6</b></td><td></td></tr> <tr> <td><b>TA1</b></td><td></td><td></td><td></td><td></td><td><b>PMS/TA2</b></td><td></td></tr> <tr> <td colspan="7"> </td></tr> <tr> <td><b>JUL</b></td><td><b>AUG</b></td><td><b>SEP</b></td><td><b>OCT</b></td><td><b>NOV</b></td><td><b>DEC</b></td><td></td></tr> <tr> <td><b>M7</b></td><td><b>M8</b></td><td><b>M9</b></td><td><b>M10</b></td><td><b>M11</b></td><td><b>M12</b></td><td></td></tr> <tr> <td></td><td></td><td></td><td></td><td><b>TA1</b></td><td></td><td></td></tr> </table>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUN</b>		<b>M 1</b>	<b>M 2</b>	<b>M3</b>	<b>M4</b>	<b>M5</b>	<b>M6</b>		<b>TA1</b>					<b>PMS/TA2</b>									<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>		<b>M7</b>	<b>M8</b>	<b>M9</b>	<b>M10</b>	<b>M11</b>	<b>M12</b>						<b>TA1</b>			
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<b>Contract Duration:</b>																																																			
The contract shall be for a period of two (2) years commencing from the date of receipt of the Notice to Proceed																																																			
<b>Validity of Offer:</b>																																																			
Ninety (90) calendar days from the date of the Submission, Receipt, Opening and Preliminary Examination of the Best Offer/Quotation																																																			

**II. FINANCIAL OFFER / QUOTATION:**

Technical Description	Quantity	Unit Cost	Total Cost for Three (3) Years (VAT Exclusive, Zero-Rated Transaction)
Supply, Delivery, Installation and Testing Various Materials and Services for the Repairs and Maintenance of different machineries/equipment and Rental of Live of Casino Filipino Cebu and its Satellites (Two Years Preventive Maintenance of Generator Set of CF-Cebu) under ITB No. FB22-05-001CEB	One (1) Lot	Php _____	Php _____ _____ _____ (Please state amount in words and in figures)

**NOTE: PRICE OFFER [Unit and Total Costs should be rounded off up to two (2) decimal places]**

### III. ADDITIONAL REQUIREMENTS:

Upon submission of your best offer/quotation, kindly also submit the following:

1. Valid Philippine Government Electronic Procurement System (PhilGEPS) Platinum Certificate of Registration and Membership in accordance with Section 8.5.2 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184, if registered under the Platinum category; Provided that all of the eligibility documents submitted to PhilGEPS are valid, maintained and updated;

**OR**

In case any of the eligibility documents submitted to PhilGEPS is not updated, combination of the valid PhilGEPS Platinum Certificate of Registration and Membership, with any of the valid and/or updated Class "A" Eligibility Documents:

- a) Securities and Exchange Commission (SEC) Registration Certificate for corporations, partnerships and/or joint ventures, Department of Trade and Industry (DTI) Registration Certificate for sole proprietorship, *or* Cooperative Development Authority (CDA) Registration Certificate for cooperatives;
- b) Valid Mayor's Permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas.

In cases of recently expired Mayor's/Business Permits, it shall be accepted together with the official receipt as proof that the bidder has applied for the renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post-qualification requirement in accordance with Section 34.2 of the 2016 Revised IRR of R.A. 9184.

- c.) Valid Tax Clearance Certificate per Executive Order (E.O.) No. 398, series of 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR); and
- d.) Audited Financial Statements (AFS), stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year. In case the AFS for the preceding calendar year is not yet available, said AFS should not be earlier than two (2) years from the deadline for the Submission and Receipt of the Best Offer/Quotation.

Provided that the winning bidder are obliged to notify PAGCOR that it was able to ensure that all the aforesaid eligibility documents are current and



updated in PhilGEPS at the earliest possible time but not later than the issuance of the Notice to Proceed (NTP).

**OR;**

In lieu of the PhilGEPS Platinum Certificate of Registration and Membership, bidders shall submit all of the valid and/or updated Class "A" Eligibility Documents enumerated above; Provided that the bidder having the Lowest Calculated Offer/Quotation or Single Calculated Offer/Quotation submits a valid PhilGEPS Platinum Certificate of Registration and Membership within five (5) calendar days from receipt of the BAC notice of the Lowest Calculated Offer/Quotation or Single Calculated Offer/Quotation during the post-qualification process.

2. Omnibus Sworn Statement in accordance with the attached prescribed form.

The Omnibus Sworn Statement shall be supported by an attached original document showing proof of authorization, e.g., original duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture or an original Special Power of Attorney (SPA) in case of sole proprietorships for situations where the signatory is not the sole proprietor/owner;

**IV. ADDITIONAL NOTES:**

1. Bidders shall provide correct and accurate information required in this form.
2. Offers/quotations submitted exceeding the Approved Budget for the Contract shall be rejected.
3. The prices quoted are to be paid in Philippine Currency.
4. All prices quoted are INCLUSIVE of all applicable duties, government permits, fees, and other charges relative to the acquisition and delivery of items to PAGCOR, but should be VAT-Exclusive, Zero-Rated.
5. For the purpose of standardization of offer/quotations, this RFQ Form will prevail over all kinds and forms of offer/quotation. In case of price discrepancy over the amounts in words and in figures, the amount in words will prevail.
6. Award of contract shall be made to the supplier, contractor or consultant determined to have the Single or Lowest Calculated and Responsive Offer/Quotation (for goods and infrastructure projects) or Single or Highest Rated and Responsive Offer/Proposal (for consulting services).
7. Any interlineations, erasures or overwriting shall be valid only if they are signed or initiated by you or any of your duly authorized representative/s.

8. PAGCOR shall have the right to inspect and/or to test the goods to confirm their conformity to the technical specifications.
9. To guarantee the faithful performance of the winning bidder's obligations, it shall post a Performance Security prior to the signing of the contract, in accordance with any of the following schedule:

<b>Form of Security</b>	<b>Amount in Percentage of Total Contract Price</b>
Cash or cashier's/manager's check issued by a Universal or Commercial Bank;	Five Percent (5%)
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank; or	
Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorize to issue such security specific for the contract awarded.	Thirty Percent (30%)

The Performance Security shall remain valid for the entire contract duration and shall be release only after the issuance by the Philippine Amusement and Gaming Corporation (PAGCOR) of the final Certificate of Acceptance (issuance of the IAR); Provided that PAGCOR has no claims filed against the contract awardee or the surety or insurance company.

10. The winning supplier agrees to pay a penalty of at least equal to one-tenth of one percent (1/10 of 1%) of the cost of the unperformed portion for every day of delay, including non-working days (i.e. Saturday and Sunday), legal holidays or special non-working holidays. PAGCOR may 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.
11. Other terms and conditions relative to the project are provided in the attached Purchase Contract.

**V. PROCEDURES:**

1. Prospective bidders may download the Request for Quotations (RFQ) free of charge from the following websites: PAGCOR website ([www.pagcor.ph](http://www.pagcor.ph)) and PhilGEPS website ([www.philgeps.gov.ph](http://www.philgeps.gov.ph)) and may be allowed to submit their offers provided that bidders shall pay the fee for the RFQ not later than the deadline for the Submission and Receipt of the Best Offers/Quotations.

2. Bidders, except those who have previously participated in any of the last two (2) failed biddings, are required to pay the applicable fee for the sale of RFQ not later than the deadline for the Submission and Receipt of the Best Offers/Quotations. A copy of the PAGCOR Official Receipt shall be presented as proof of payment.
3. The RFQ must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
4. Any requirements, guidelines, documents, clarifications, or other information relative to the negotiations that are communicated by the BBAC to a supplier, contractor, or consultant shall be communicated on an equal basis to all other suppliers, contractors, or consultants engaging in negotiations with the BAC relative to the procurement.
5. The prospective bidders shall be given equal time and opportunity to negotiate and discuss the technical and financial requirements of the project to be able to submit a responsive quotation or proposal.
6. Technical Specifications/Scope of Work and additional Terms and Conditions of the program/project/activity shall be fully discussed during Negotiations. In case there are changes in the requirements and/or technical specifications made after the consultations/negotiations, these shall be communicated on an equal basis.
7. Bidders should be responsible for securing copies of the Supplemental/Bid Bulletins at the websites of PAGCOR and the PhilGEPS.
8. Copies of the Supplemental Bid Bulletins are also sent either through fax or electronic mail to all prospective bidders who purchased the RFQ.
9. Following completion of the negotiations, the BBAC shall request all suppliers, contractors, or consultants in the proceedings to submit, on a specified date, time and venue, a best offer based on the final technical and financial requirements.
10. In all cases the best offer/quotations should be VAT Exclusive, Zero-Rated Transaction and not exceed the ABC.
11. During the Submission, Receipt, Opening and Preliminary Examination of the Best Offer/s or Quotation/s, the BBAC shall check the submitted best offer/s and other required documents using a non-discretionary pass/fail criteria. The BBAC shall check the submitted documents of each bidder against a checklist of required documents to ascertain if they are all present, using a non-discretionary "pass/fail" criterion. If a bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, offer/s or quotation/s that fail to include any requirement or are incomplete or

patently insufficient shall be considered as “failed”. Otherwise, the BBAC shall rate the best offer/quotation as “Passed”.

12. PAGCOR shall select the successful offer on the basis of the best offer/s/quotation/s submitted by the bidders which in no case should comply with PAGCOR’s requirements. The best offer/s submitted by the prospective bidders shall still be subjected to detailed bid evaluation and post-qualification.
13. The BBAC shall recommend award of contract to the Head of the Procuring Entity (HOPE) in favor of the supplier, contractor or consultant determined to have the Single or Lowest Calculated and Responsive Quotation (for goods or infrastructure projects) or Single or Highest Rated and Responsive Proposal (for consulting services).
14. The BBAC shall recommend to the HOPE the award of contract.
15. In accordance with Government Procurement Policy Board (GPPB) Circular 06-2005 - Tie-Breaking Method, the BBAC shall use a non-discretionary and non-discriminatory measure based on sheer luck or chance, which is “DRAW LOTS,” in the event that two (2) or more bidders have been post-qualified and determined as the bidder having the Lowest Calculated and Responsive Offer/Quotation (for goods and infrastructure projects) or Highest Rated and Responsive Offer/Proposal (for consulting services) to determine the final bidder having the Lowest Calculated and Responsive Offer/Quotation, based on the following procedures:
  - a) In alphabetical order, the bidders shall pick one rolled paper.
  - b) The lucky bidder who would pick the paper with a “CONGRATULATIONS” remark shall be declared as the winning bidder having the Lowest Calculated and Responsive Offer/Quotation and recommended for award of the contract.
16. PAGCOR reserves the right to accept or reject any offer/quotation, and to annul the procurement process and reject all offers/quotations at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.

**BIDDER'S COMMITMENT:**

We hereby agree and bind ourselves to the terms and conditions herein specified, to the manner of procurement and evaluation set up by the Casino Filipino-Winford Branch Bids and Awards Committee (BBAC), to the provisions of the Purchase Contract and to the rules and regulations of the Government and PAGCOR.

We understand that PAGCOR is not bound to accept the lowest or any offer/quotation it may receive.

Very truly yours,

\_\_\_\_\_  
Signature over Printed Name  
TIN: \_\_\_\_\_

\_\_\_\_\_  
Position

\_\_\_\_\_  
Company Represented  
TIN: \_\_\_\_\_

\_\_\_\_\_  
Address / Tel. No. / Fax No.

## Omnibus Sworn Statement

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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 following responsibilities as a Bidder:
  - a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure 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.

\_\_\_\_\_  
Bidder's Representative/Authorized Signatory

**SUBSCRIBED AND SWORN** to before me this \_\_\_ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon with no. \_\_\_\_\_ issued on \_\_\_ at \_\_\_\_.

Witness my hand and seal this \_\_\_ day of *[month]* *[year]*.

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ *[date issued]*, *[place issued]*

IBP No. \_\_\_\_\_ *[date issued]*, *[place issued]*

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