



**National Power Corporation**  
**REQUEST FOR QUOTATION**  
**(SMALL VALUE PROCUREMENT - 53.9)**

June 10, 2024

\_\_\_\_\_  
\_\_\_\_\_  
Sir/Madam:

Please provide us with your best quotation for the items as specified in the Terms of Reference (TOR) for PR No. **HO-EMA24-013** Ref. No. **SVP240610-KB00302 (SVP2)** and submit the same in a sealed envelope to be dropped in the designated drop box at the Bids and Contracts Services Division (BCSD), Ground Floor, Diliman, Quezon City on or before **9:30 AM of 24 June 2024**.

The following documents must be submitted together with your quotation:

1. PhilGEPS Registration, whichever is applicable:

For Platinum Members:

2. Valid and Updated Certificate of PhilGEPS Registration (This should include the attached "Annex A"). In case the Mayor's Permit in the said Annex "A" is expired, a valid/updated Mayor's Permit must also be submitted.

For Red or Blue Members:

- a. Valid Mayor's Permit showing the expiry date
- b. PhilGEPS Registration Number ;

3. Other documents: : Please refer to the attached ADDITIONAL TOR

Additional Documentary Requirements, if applicable:


- Omnibus Sworn Statement (use attached Form) (For Total ABC of Above PhP 50,000);
- Latest Income Tax Return / Business Tax Return (For Total ABC of Above PhP 500,000);
- Professional License/Curriculum Vitae (for Consulting Services only);
- PCAB License (for INFRA Projects only);

The Warranty Period shall be: Please refer to the attached TOR

In case of a failed bidding, a re-bidding maybe conducted without prior notice to any previous bidder(s).

For further inquiries, please contact the BAC Secretariat, **Mr. Keano Angelo D. Bernabe** at telephone no/s. 8 - 921-3541 loc 5397 / with e-mail address at [kadbernabe.npc@gmail.com](mailto:kadbernabe.npc@gmail.com) or [bcسد@napocor.gov.ph](mailto:bcسد@napocor.gov.ph)

Very truly yours,

  
**ATTY. MELCHOR P. RIDULME**  
Chairman, Bids and Awards Committee

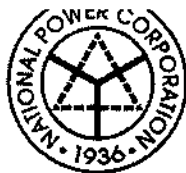


**NATIONAL POWER CORPORATION**

Gabriel Y. Itchon Building  
Senator Miriam P. Defensor-Santiago Avenue (formerly BIR Road)  
corner Quezon Avenue, Diliman, Quezon City 1100, Philippines  
Tel. Nos. (632) 8921-3541 to 80 • Fax No. (632) 8921-2468

Website: [www.napocor.gov.ph](http://www.napocor.gov.ph)





Republic of the Philippines  
NATIONAL POWER CORPORATION

**TERMS OF REFERENCE  
ALTERNATIVE MODE OF PROCUREMENT  
(SMALL VALUE PROCUREMENT – 53.9)**

**1. Scope of Works: PRNO.HO-EMA24-013/REF NO. SVP240610-KB00302 (SVP2)**

**For the SUPPLY OF LABOR AND MATERIALS FOR REPAIR & MAINTENANCE OF VARIOUS LABORATORY EQUIPMENT**

Item No.	DESCRIPTION	QTY.	U/M	ABC (PhP)
1	SUPPLY OF LABOR FOR THE REPAIR & MAINTENANCE OF LABORATORY EQUIPMENT Calibration – Analytical Balance	1	LOT	20,000.00
2	SUPPLY OF LABOR FOR THE REPAIR & MAINTENANCE OF OFFICE/CLINIC/LABORATORY EQUIPMENT Calibration & PMS – Visible Spectrophotometer	1	LOT	60,000.00
3	SUPPLY OF LABOR FOR THE REPAIR & MAINTENANCE OF LABORATORY EQUIPMENT Calibration – UV-Visible Spectrophotometer	1	LOT	20,000.00
4	SUPPLY OF LABOR FOR THE REPAIR & MAINTENANCE OF LABORATORY EQUIPMENT Calibration, Repair & Maintenance & Supply of Spare Parts of Water Quality Analyzer	1	LOT	220,000.00
5	SUPPLY OF LABOR FOR THE REPAIR & MAINTENANCE OF OFFICE/CLINIC/LABORATORY EQUIPMENT Calibration & PMS – Autoclave	1	LOT	20,000.00
6	SUPPLY OF LABOR FOR THE REPAIR & MAINTENANCE OF OFFICE/CLINIC/LABORATORY EQUIPMENT Calibration & PMS – Lab Refrigerator	1	LOT	20,000.00
7	SUPPLY OF LABOR FOR THE REPAIR & MAINTENANCE OF LABORATORY EQUIPMENT Calibration – pH Meter	1	LOT	15,000.00
8	SUPPLY OF LABOR FOR THE REPAIR & MAINTENANCE OF OFFICE/CLINIC/LABORATORY EQUIPMENT Calibration & PMS – Furnehood	1	LOT	40,000.00
TOTAL AMOUNT				<b>415,000.00</b>
<b>Notes:</b> <ul style="list-style-type: none"><li>• <b>Please see attached End User's Term of Reference and Scope of Works.</b></li><li>• <b>Mode of Award: Per Item Basis</b></li><li>• <b>Warranty: Shall be at least Three (3) Months on services for Item/s 1-3 &amp; 5-8 and Three (3) months on parts and services for Item No. 4</b></li></ul>				

**APPROVED BUDGET FOR THE CONTRACT: PHP 415,000.00**

**2. Contract Period**

Contract Period shall not be later than **Ninety (90) Calendar Days** upon receipt of the Purchase Order / Notice to Proceed.

**TERMS OF REFERENCE FOR PR No. HO-EMA24-013  
SUPPLY OF LABOR FOR THE REPAIR AND MAINTENANCE OF  
OFFICE/CLINIC/LABORATORY EQUIPMENT, CALIBRATION, AND PMS –  
ANALYTICAL BALANCE**

**SCOPE OF WORK/SERVICES:**

**1) Calibration**

- On-site calibration of one (1) unit of Analytical Balance from 0 to 250 g using Class F1 test weights or higher
- Laboratory calibration of set of test weights 1g, 2g, 5g, 10g, 20g, 50g, 100g, and 200 g to be calibrated at the calibrating laboratory using Class E2 test weight or higher

**2) Preventive Maintenance and Services** - includes visual inspection of the unit and overall check-up.

**3) Replacement of Parts and Expendables** – All other needed parts and expendables required to accomplish the service job (PMS/Calibration) are to the account of the customer.

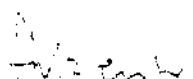
**4) Warranty** – upon completion of service, the supplier will issue a warranty certificate of at least three months for the service.

**5) Acceptance** – upon completion of service, the supplier will issue Service Report and Calibration Certificate and Sticker for both the analytical balance and the test weights.

Prepared by:

  
**JOSE AMIR A. DIONES**  
Principal Chemist A

Noted by:

  
**LUCILA D. FUENTES**  
Manager, EMAD

**TERMS OF REFERENCE FOR PR No. HO-EMA24-013  
SUPPLY OF LABOR FOR THE REPAIR AND MAINTENANCE OF  
OFFICE/CLINIC/LABORATORY EQUIPMENT, CALIBRATION, AND PMS –  
VISIBLE SPECTROPHOTOMETER**

**SCOPE OF WORK/SERVICES:**

**1) Calibration**

- Calibration of three (3) units of visible spectrophotometer from 400 nm to 900 nm including absorbance check, linearity check, and wavelength function check

**2) Preventive Maintenance and Services** - includes visual inspection of the unit and overall check-up.

**3) Replacement of Parts and Expendables** – all other needed parts and expendables required to accomplish the service job (PMS/Calibration) are to the account of the customer.


**4) Warranty** – upon completion of service, the supplier will issue a warranty certificate of at least three months for the service.

**5) Acceptance** – upon completion of service, the supplier will issue Service Report and Calibration Certificate and Sticker for each of the three units of visible spectrophotometer.

Prepared by:

  
**JOSE AMIR A. DIONES**  
Principal Chemist A

Noted by:


  
**LUCILA D. FUENTES**  
Manager, EMAD

**TERMS OF REFERENCE FOR PR No. HO-EMA24-013  
SUPPLY OF LABOR FOR THE REPAIR AND MAINTENANCE OF  
OFFICE/CLINIC/LABORATORY EQUIPMENT, CALIBRATION, AND PMS -  
UV-VISIBLE SPECTROPHOTOMETER**


**SCOPE OF WORK/SERVICES:**

- 1) **Preventive Maintenance Services** – includes on-site visual inspection, performance check of the system, and overall check up of one (1) unit of UV-Visible Spectrophotometer.
- 2) **Calibration** - calibration from 190 to 1100 nm of one (1) unit of UV-Visible Spectrophotometer using the supplier's own standards with Certificate of Traceability which include but not limited to the following:
  - a. Baseline Flatness Test
  - b. Wavelength Reproducibility Test
  - c. Wavelength Accuracy Test
- 3) **Replacement of Parts and Expendables** – all needed parts and expendables required to accomplish the service job (PMS/Calibration) are to the account of the customer.
- 4) **Warranty** – upon completion of service, the supplier will issue a warranty certificate of at least three months for the service.
- 5) **Acceptance** – upon completion of service, the supplier will issue Service Report, Calibration Certificate and Sticker, and Preventive Maintenance Certificate and Sticker for the unit.

Prepared by:

  
**JOSE AMIR A. DIONES**  
Principal Chemist A

Noted by:

  
**LUCILA D. FUENTES**  
Manager, EMAD

**MULTI-PARAMETER WATER QUALITY CHECKER, HORIBA U-52**

- Supply of labor, consumable supplies, equipment/tools and expertise for the maintenance (repair/replacement of parts) and calibration of Multi-Parameter Water Quality Checker (HORIBA, U-52)

**Scope of Works/Service**

**A. Repair/Replacement of worn-out parts and supply of parts and consumables (specifically for Water Quality Checker, HORIBA, U-52 Model or equivalent)**

Description	Quantity
a. Turbidity Cell/sensor	1 pc
b. Reference Electrode Tip	1 pc
c. pH 9 Standard Solution Powder, ( $\pm 0.05$ pH accuracy), 10 bags/pack	1 pack
d. pH 7 Standard Solution Powder, ( $\pm 0.05$ pH accuracy), 10 bags/pack	1 pack
e. pH 4 Standard Solution Powder, ( $\pm 0.05$ pH accuracy), 10 bags/pack	1 pack
f. ORP Standard Powder, 160-22, 258mV, 10 bags/pack	1 pack
g. Turbidity 100 NTU calibration standard, 500 ml	1 bottle
h. Internal Solution (for DO)	1 bottle
i. Reference Electrode Internal Solution: 300, 250 ml	1 bottle

**Note:** All replaced parts and excess/unused standards/consumables should be returned to NPC.


**B. Maintenance/calibration of HORIBA U-52**

- Supply of labor/equipment for Preventive Maintenance of 1 unit HORIBA U-52.
  - Perform all tests required to ensure conformance of the HORIBA U-52 to the requirement standards.
  - The equipment shall be subjected to the manufacturer's standard calibration tests.
  - Conduct of training for the operation, maintenance and storage/handling of HORIBA U-52 for EMD personnel (with Training Certificate)
  - Provide Maintenance Report.
  - Provide copy of the Calibration Report (with traceability), Calibration Certificate and Calibration Sticker.
  - Warranty Certificate of at least 3 months for the <sup>parts and</sup> services. *fat*
- All activities (repair, maintenance, calibration and training) shall be conducted at National Power Corporation, Gabriel Y. Itchon Building, Sen. Miriam P. Defensor-Santiago Avenue (formerly BIR Road) corner Quezon Avenue, Diliman, Quezon City

Prepared by:

  
ANGELICA J. TACATA  
Principal Engineer A

Noted by:

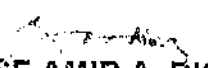
  
LUCILA D. FUENTES  
Manager, EMAD

**TERMS OF REFERENCE FOR PR No. HO-EMA24-012**  
**SUPPLY OF LABOR FOR THE REPAIR AND MAINTENANCE OF**  
**OFFICE/CLINIC/LABORATORY EQUIPMENT, CALIBRATION AND PMS -**  
**AUTOCLAVE**

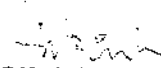
**SCOPE OF WORK/SERVICES:**

- 1) **Preventive Maintenance and Calibration Services** – includes general check-up, conduct of standard preventive maintenance, and calibration including temperature mapping and validation using online data logger of one (1) unit of Autoclave.
- 2) **Replacement of Parts and Expendables** – all other needed parts and expendables required to accomplish the service job (PMS/Calibration) are to the account of the customer.
- 3) **Warranty** – upon completion of service, the supplier will issue a warranty certificate of at least three months for the service.
- 4) **Acceptance** – upon completion of service, the supplier will issue Service Report, Calibration Certificate and Sticker.

Prepared by:

  
**JOSE AMIR A. DIONES**  
Principal Chemist A

Noted by:


  
**LUCILA D. FUENTES**  
Manager, EMAD

**TERMS OF REFERENCE FOR PR No. HO-EMA24-013**  
**SUPPLY OF LABOR FOR THE REPAIR AND MAINTENANCE OF**  
**OFFICE/CLINIC/LABORATORY EQUIPMENT, CALIBRATION AND PMS –**  
**LABORATORY REFRIGERATOR**

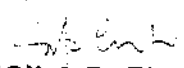
**SCOPE OF WORK/SERVICES:**

- 1) **On-site Calibration and Preventive Maintenance Service of one (1) unit of Laboratory Refrigerator which includes the following:**
  - a) Preventive Maintenance Visit
  - b) Cleaning and testing of electrical system
    - Main power switch, starting delay, power delay, compressor, overload delay, condenser fan motor, and defrost delay
  - c) Refrigeration cycle
    - Cleaning of condenser, checking of gas leakage, cleaning of condenser filter, and checking of vibration and contact tubing
  - d) Testing of alarm system
    - Alarm test key, filter alarm key, and buzzer key
  - e) Drainage
    - Cleaning of drain pan, checking of drain hose, floor exterior, cleaning of exterior unit, checking of inner door, and checking of door and door gasket
  - f) Temperature checking and calibration
  
- 2) **Replacement of Parts and Expendables** – all other needed parts and expendables required to accomplish the service job (PMS/Calibration) are to the account of the customer.
  
- 3) **Validity** – the agreement shall remain in full force and effect for a period of one (1) year.
  
- 4) **Warranty** – upon completion of service, the supplier will issue a warranty certificate of at least three months for the service.
  
- 5) **Acceptance** – upon completion of service, the supplier will issue Service Report, Calibration Certificate and Sticker, and Preventive Maintenance Certificate and Sticker for the unit.

Prepared by:

  
**JOSE AMIR A. DIONES**  
Principal Chemist A

Noted by:

  
**LUCILA D. FUENTES**  
Manager, EMAD




**TERMS OF REFERENCE FOR PR No. HO-EMA24-013  
SUPPLY OF LABOR FOR THE REPAIR AND MAINTENANCE OF  
OFFICE/CLINIC/LABORATORY EQUIPMENT, CALIBRATION, AND PMS -  
pH METER**

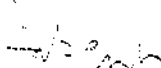
**SCOPE OF WORK/SERVICES:**

- 1) **Calibration**
  - Three point calibration of one (1) unit of pH meter at pH 4.0, 7.0, and 10.0
  - Two or three point calibration of the conductivity meters attached to the two units of pH meter.
  
- 2) **Preventive Maintenance and Services** - includes visual inspection of the unit and overall check-up.
  
- 3) **Replacement of Parts and Expendables** - all other needed parts and expendables required to accomplish the service job (PMS/Calibration) are to the account of the customer.
  
- 4) **Warranty** - upon completion of service, the supplier will issue a warranty certificate of at least three months for the service.
  
- 5) **Acceptance** - upon completion of service, the supplier will issue Service Report, Calibration Certificate and Sticker, and Preventive Maintenance Certificate and Sticker for the pH meter.

Prepared by:

  
**JOSE AMIR A. DIONES**  
Principal Chemist A

Noted by:

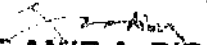
  
**LUCILA D. FUENTES**  
Manager, EMAD

**TERMS OF REFERENCE FOR PR No. HO-EMA24-013  
SUPPLY OF LABOR FOR THE REPAIR AND MAINTENANCE OF  
OFFICE/CLINIC/LABORATORY EQUIPMENT, CALIBRATION, AND PMS –  
LABORATORY FUMEHOOD**

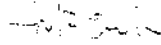
**SCOPE OF WORK/SERVICES:**

- 1) **Preventive Maintenance Services** – includes on-site visual inspection and overall check-up of the two units.
- 2) **Calibration** - includes the conduct of the following parameters on the two (2) units of fumehood using the supplier's own standards/instrument with Certificate of Traceability/Accreditation:
  - a). Face Velocity Test
  - b). Smoke Visualization Test
  - c). Local Visualization Challenge
  - d). Large Volume Visualization Challenge
  - e). Noise Level Test
  - f). Light Intensity Test
  - e) Activated Carbon Filter Saturation Test (for ductless fumehood)
- 3) **Replacement of Parts and Expendables** – all needed parts and expendables required to accomplish the service job (PMS/Calibration) are to the account of the customer.
- 4) **Warranty** – upon completion of service, the supplier will issue a warranty certificate of at least three months for the service.
- 5) **Acceptance** – upon completion of service, the supplier will issue Service Report, Calibration Certificate and Sticker, and Preventive Maintenance Certificate and Sticker for each of the two units.

Prepared by:

  
**JOSE AMIR A. DIONES**  
Principal Chemist A

Noted by:

  
**LUCILA D. FUENTES**  
Manager, EMAD

**3. Delivery Point**

Items shall be delivered at **EMD-Analytical Services Laboratory Located at MRMD Bldg., Brgy. BULI , MUNTINLUPA CITY**

**4. Bid Submission**

The Bidder shall submit their bids through their authorized representative or in the manner of submission as prescribed in the RFQ.

**5. Late Bids**

Any Bid submitted after the deadline for submission and receipt of Bids shall not be accepted by NPC.

**6. Bid Prices**

The bid price as indicated in the Quotation Form shall be fixed during the Bidder's performance of the Contract and not subject to variation or price escalation on any account. A Bid submitted with an adjustable price quotation shall be treated as non-responsive.

**7. Bid Price Validity**

Price Validity shall not be less than One Hundred Twenty (120) calendar days from date of bid submission.

**8. Eligibility Criteria**

- a. Bids shall be checked using the PASS / FAIL Criteria for Legal, Technical and Financial components.
- b. From the bids that were rated PASSED, the same shall be ranked and corrected for computational errors to identify the Lowest Calculated Quotation (LCQ).

**9. Detailed Evaluation and Comparison of Bids**

The LCQ shall be subjected to detailed evaluation against the Technical Specifications including arithmetical computations. Documents which are deemed not to comply with the requirements of the tender shall be considered non-complying.

**10. Post-qualification**

Submitted documents of the LCQ shall be subjected to post qualification evaluation. The bid that PASSED the Post-Qualification shall be declared as the Lowest Calculated Responsive Quotation (LCRQ).

**11. Total Contract Price**

The Total Contract Price shall be inclusive of all taxes and other related expenses / charges.

## 12. Notice to Supplier

- a. The supplier shall pick-up the Purchase Order (PO)/ Notice to Proceed (NTP) from NPC within two (2) calendar days from receipt of the Notice of Award.
- b. Failure to secure the PO/NTP by the supplier within the said period will mean cancellation of the same and imposition of penalties as prescribed by law.

## 13. PO Effectivity

- a. The PO Shall take effect immediately upon receipt of the PO / NTP by the supplier sent through fax as evidenced by the fax transmission receipt and as confirmed by the supplier's representative.

## 14. Terms of Payment

Terms of Payment shall be thirty (30) calendar days after submission of complete supporting documents.

## 15. Warranty

Warranty shall be at least Three (3) Months on services for Item/s 1-3 & 5-8 and Three (3) months on parts and services for Item No. 4

## 16. Liquidated Damages

Where the supplier refuses or fails to satisfactorily complete the work within the specified contract time, plus any time of extension duly granted and is hereby in default under the contract, the supplier shall pay NPC for liquidated damages, and not by way of penalty, an amount equal to at least one tenth (1/10) of one percent (1%) of the cost of the undelivered/unperformed portion of the items/works for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the procuring entity may rescind or terminate the contract, without prejudice to other courses of action and remedies open to it (Section 68 of the Revised IRR of RA 9184).

## 17. Liability of the Supplier

If after receipt of the Purchase Order, the supplier fails to deliver the goods, appropriate sanctions will be imposed as prescribed under Republic Act (RA) 9184 and its Revised Implementing Rules and Regulations (IRR).

## 18. Disclosure of Relations

The bidder shall comply with the provisions of Section 47 of RA 9184 and its revised IRR re: disclosure of relations.

## 19. Administrative Sanctions

Bidder shall likewise be imposed the rules as stated in section 69 (Imposition of administrative penalties) should there be infractions committed.

## 20. Reservation Clause

NPC reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder/s.

**SUPPLIER'S BID QUOTATION  
 (SMALL VALUE PROCUREMENT – 53.9)**

To: The BAC Chairman:

I have read and examined the Terms of Reference for Purchase Requisition (PR) No/s. **HO-EMA24-013 (SVP2)**. I agree with the conditions of the TOR and offer the following supplies with specific description:

ITEM NO.	DESCRIPTION OF ITEM / S TO BE SUPPLIED (INCLUDE BRAND NAME)	QTY	UNIT PRICE (PhP)	TOTAL PRICE (PhP)
<b>TOTAL BID PRICE</b>				

\_\_\_\_\_  
 Name and Signature of Authorized Representative  
 Date \_\_\_\_\_

Company Name \_\_\_\_\_

Contact Details \_\_\_\_\_

e-mail address \_\_\_\_\_

*Note: The bidder may use this form or its own company letter head following this format duly signed by the authorized representative when making the offer.*

## 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]*