



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

August 18, 2022

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

Please provide us with your best quotation for the items as specified in the Terms of Reference (TOR) for PR No. **HO-IST22-014** Ref. No. SVP220902 - JL00365 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 02 September 2022.

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. John Cyrus G. Lazaro** at telephone no/s. 8 - 921-3541 loc 5397 / with e-mail address at [jclazaro.napocor@gmail.com](mailto:jclazaro.napocor@gmail.com) or [bcسد@napocor.gov.ph](mailto:bcسد@napocor.gov.ph)

Very truly yours,

  
**RENE B. BARRUELA**  
Chairman, Bids and Awards Committee

BIR Road cor. Quezon Avenue, Diliman  
Quezon City 1100, Philippines  
Tel. Nos. (632) 921-3541 to 80 • Fax No. (632) 921-2468  
Website: [www.napocor.gov.ph](http://www.napocor.gov.ph)

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Rev. No. 0  
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Management  
System  
ISO 9001:2015



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Republic of the Philippines  
NATIONAL POWER CORPORATION

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

1. **Scope of Works:** PR NO.HO-IST22-014 / REF NO. SVP 226902 - JL00365

**For the SUPPLY, DELIVERY, AND INSTALLATION OF COMPUTER SOFTWARES, HARDWARES, AND LICENSES**

| Item No.            | DESCRIPTION  | QTY. | U/M  | ABC (PhP)         |
|---------------------|--|------|------|-------------------|
| 1 & 2               | COMPUTER SOFTWARE LICENSE - PDF DOCUMENT EDITOR  | 1    | LOT  | 350,000.00        |
| 3                   | COMPUTER SOFTWARE LICENSE – DATA RECOVERY WIZARD TECHNICIAN  | 1    | LOT  | 90,000.00         |
| 4                   | COMPUTER SOFTWARE LICENSE – BACKUP ENTERPRISE TECHNICIAN   | 1    | UNIT | 170,000.00        |
| 5                   | SUPPLY OF LABOR, MATERIALS, & EQUIPMENT FOR THE REPAIR & MAINTENANCE OF OFFICE / CLINIC / LABORATORY EQUIPMENT WASTE TONER CARTRIDGE | 1    | LOT  | 3,000.00          |
| 6                   | SUPPLY OF LABOR, MATERIALS, & EQUIPMENT FOR THE REPAIR & MAINTENANCE OF OFFICE / CLINIC / LABORATORY EQUIPMENT FUSER UNIT            | 1    | LOT  | 30,000.00         |
| 7                   | SUPPLY OF LABOR, MATERIALS, & EQUIPMENT FOR THE REPAIR & MAINTENANCE OF OFFICE / CLINIC / LABORATORY EQUIPMENT PRINTER TRANSFER KIT  | 1    | LOT  | 40,000.00         |
| <b>TOTAL AMOUNT</b> |  |      |      | <b>683,000.00</b> |

**Notes:**

- **See attached sheets (4 pages) for the complete scope of works and specifications**
- **Warranty**  
-For Items 1 to 4 (1 Year Warranty)  
-For Items 5 to 7 (6 Months Warranty)
- **Mode of Award Per Item Award**
- **Bidders are required and reminded to strictly state / include in their own Bid Proposals the requirement in the Terms and Conditions stated under the NPC Terms of Reference (TOR), to wit:**
  - **Payment Terms**
  - **Delivery Period**
  - **Price Validity**
  - **Delivery Point**
  - **Warranty**

**APPROVED BUDGET FOR THE CONTRACT: PHP 683,000.00**

## 2. **Delivery Period**

Delivery Period shall not be later than **Sixty (60) calendar days** upon receipt of the Purchase Order / Notice to Proceed.

## 3. **Delivery Point**

Items shall be delivered at **ITSD, NPC – NPC HEAD OFFICE, Quezon Ave, Diliman, Quezon 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 is dependent upon the nature/type of the item which is included in the offer (i.e. Manufacturer's Warranty).

## 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.

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**(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-IST22-014**. 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<br>(INCLUDE BRAND NAME) | QTY | UNIT PRICE<br>(PhP) | TOTAL PRICE<br>(PhP) |
|-----------------|--|-----|---------------------|----------------------|
| 1               |  |     |                     |                      |
| 2               |  |     |                     |                      |
| 3               |  |     |                     |                      |
| 4               |  |     |                     |                      |
| 5               |  |     |                     |                      |
| 6               |  |     |                     |                      |
| 7               |  |     |                     |                      |
| TOTAL BID PRICE |  |     |                     |                      |

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.*

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**NATIONAL POWER CORPORATION**

**TECHNICAL SPECIFICATIONS**

**PURCHASE REQUISITION NO.  
HO-IST22-014**

| <b>PR Item</b> | <b>Description</b>  | <b>Specifications (Minimum)</b>  |
|----------------|---|--|
| <b>1&amp;2</b> | <b>SUPPLY AND DELIVERY OF PORTABLE DOCUMENT FORMAT (PDF) APPLICATION SOFTWARE</b> |  |
|                | Quantity  | <ul style="list-style-type: none"> <li>• 35 units</li> </ul>   |
|                | License Type  | <ul style="list-style-type: none"> <li>• Perpetual</li> </ul>  |
|                | Advanced PDF Editing  | <ul style="list-style-type: none"> <li>• Automatically identifies text boxes and allows users to paragraph edit with seamless reflow of paragraphs like a word processor.</li> <li>• Modify text, objects, format, organization, and layout with powerful document editing capabilities.</li> <li>• Add text, images, and video to your PDF document.</li> </ul>                       |
|                | Organize PDF  | <ul style="list-style-type: none"> <li>• Add, delete, or combine pages from multiple PDF files to create new PDF documents.</li> <li>• Thumbnail panel allows you to re-organize pages by simply dragging and dropping page thumbnails within a document or from one document to another.</li> <li>• Delete, add, swap, flatten, crop, and extract pages in a PDF document.</li> </ul> |
|                | OCR Text Recognition  | <ul style="list-style-type: none"> <li>• Converts scanned content to editable and searchable text.</li> </ul>  |
|                | Edit scanned documents  | <ul style="list-style-type: none"> <li>• Editable Text mode allows the resulting OCR'd text to be edited using paragraph editing.</li> </ul>   |
|                | Export PDF Content  | <ul style="list-style-type: none"> <li>• Easily share PDF content by exporting to Microsoft Word, PowerPoint and Excel; RTF; HTML; text; and image formats.</li> </ul>   |
|                | Redaction   | <ul style="list-style-type: none"> <li>• Permanently removes visible text and images from PDF documents to protect confidential information. Search and Redact to help protect information in larger files.</li> </ul>   |
|                | Content Management System Integration   | <ul style="list-style-type: none"> <li>• Integration with many popular Content Management Systems, like SharePoint and iManage.</li> </ul>   |
|                | Standard and XFA Form Filling   | <ul style="list-style-type: none"> <li>• Supports interactive and non-interactive PDF forms. XFA (XML Form Architecture) form filler allows you to leverage existing XFA forms</li> </ul>  |
|                | Design and develop electronic forms   | <ul style="list-style-type: none"> <li>• Converts your current forms into electronic PDF forms. Easy to use forms design tools that let you create forms through automated form field recognition and naming.</li> </ul>   |
|                | Protect PDF documents   | <ul style="list-style-type: none"> <li>• Control access by securing with passwords / certificates. Microsoft Azure Information Protection (AIP) integration. FIPS compliance.</li> </ul>   |

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| eSign PDF documents                    | <ul style="list-style-type: none"> <li>Electronically self-sign PDF documents. Collect signatures from multiple people and manage the signature work-ow from within the PDF Editor.</li> </ul>   |
| Sign PDF documents                     | <ul style="list-style-type: none"> <li>Send, sign, and save PDF documents using DocuSign. Validate and sign documents using digital signatures. Sign in your own handwriting or apply a saved image as a signature using PDF Sign.</li> </ul>                  |
| Section 508 Compliance                 | <ul style="list-style-type: none"> <li>Enables PDF document accessibility for people with disabilities.</li> </ul>   |
| RPA-Ready PDF Editor                   | <ul style="list-style-type: none"> <li>Allows RPA developers to easily incorporate functions performed in PDF Editor into their RPA work-flows.</li> <li>Certified with industry leader UiPath.</li> </ul>   |
| PDF portfolios                         | <ul style="list-style-type: none"> <li>Open, read, and create PDF portfolios.</li> <li>Perform searches within a single file and/or across all files in the portfolio.</li> </ul>  |
| PDF/A, E and X Validation and Creation | <ul style="list-style-type: none"> <li>Verifies that the document is compliant with PDF/A-1a or PDF/A-1b, PDF/E and PDF/X standards</li> </ul>   |
| Action Wizard                          | <ul style="list-style-type: none"> <li>Save a defined set of commands, then run these commands on any PDF file, automating the workflows and saving time and effort.</li> </ul>  |
| Create and Render PRC 3D               | <ul style="list-style-type: none"> <li>Render PRC 3D PDF.</li> <li>Create 3D PDF from .DWG files.</li> <li>Measure 3D objects.</li> <li>Comment on 3D designs.</li> <li>Add a 3D model to a page.</li> <li>Move, delete &amp; resize the 3D canvas.</li> </ul> |
| Supported Systems                      | <ul style="list-style-type: none"> <li>Windows 11, 10, 8</li> <li>Microsoft Office 2010 or later version (required for some PDF creation features)</li> </ul>  |
| Training                               | <ul style="list-style-type: none"> <li>One (1) day virtual training with a PDF application software Certified personnel</li> </ul>   |
| Version Upgrade                        | <ul style="list-style-type: none"> <li>Unlimited version upgrades</li> </ul>   |
| After-Sales Support                    | <ul style="list-style-type: none"> <li>Unlimited 8x5 local email technical support (Mondays to Fridays, 8AM to 5PM)</li> <li>Unlimited 24x7 standard international support</li> </ul>  |
| Approved Budget for the Contract (ABC) | <ul style="list-style-type: none"> <li>PHP 350,000.00</li> </ul>   |

|                                      |  |
|--------------------------------------|--|
| <b>LICENSED APPLICATION SOFTWARE</b> |  |
| <b>3.</b>                            | <b>Data Recovery Wizard Technician Application Software</b>    |
| Quantity                             | <ul style="list-style-type: none"> <li>One (1) unit</li> </ul> |
| License                              | <ul style="list-style-type: none"> <li>Perpetual.</li> </ul>   |

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|  |                            |  |
|--|----------------------------|--|
|  |                            | <ul style="list-style-type: none"> <li>One license code can be registered on multiple PCs and servers regardless of network size or location.</li> </ul>   |
|  | Files System Supported     | <ul style="list-style-type: none"> <li>FAT(FAT12,FAT16,FAT32)/exFAT/NTFS/NTFS5/ext2/ext3/HFS+/ReFS</li> </ul>  |
|  | Operating System Supported | <ul style="list-style-type: none"> <li>Windows 11/10/8/7</li> <li>Windows Server 2022/2019/2016/2012/2008/2003</li> </ul>  |
|  | Storage Devices Supported  | <ul style="list-style-type: none"> <li>Restore from different storage media from/such as PC, laptop, hard drive, SSD, USB drive, SD card or digital camera</li> </ul>  |
|  | File Types Supported       | <ul style="list-style-type: none"> <li>Restore at least 200+ of document, photo, music, video, audio, email in multiple file formats</li> </ul>  |
| <b>Supported Recovery from the following Data Loss Scenarios</b> |                            |  |
|  | Deleted File Recovery      | <ul style="list-style-type: none"> <li>Deleting files by right-clicking menu or just pressing 'Delete' button.</li> <li>File loss due to 'Shift+Del' without backup.</li> <li>File loss due to emptying Recycle Bin.</li> </ul>  |
|  | Unformat and Raw Recovery  | <ul style="list-style-type: none"> <li>Unexpectedly formatting disk, partition or other storage devices.</li> <li>Data loss due to hard drive crash, system crash or Windows reinstallation.</li> <li>Raw partition, disk displays as RAW or 'Media/Drive is not formatted, would you like to format now?'</li> <li>Sudden power-off, software crash, turning off storage media during writing process, improperly pulling out SD card.</li> <li>Other cases like device initialization, virus attack, Memory/SD card 'Access Denied' or can't be read, media card error, factory setting of device without backup etc.</li> </ul> |
|  | Partition Recovery         | <ul style="list-style-type: none"> <li>Accidentally deleting a partition.</li> <li>Partition loss due to repartition, boot manager, improper clone, system restore, disk accident etc.</li> <li>Partition accidentally lost or be hidden.</li> <li>Disk crash, severe virus infection for hard drive etc.</li> </ul>   |
|  | Version Upgrade            | <ul style="list-style-type: none"> <li>Lifetime free upgrades</li> </ul>   |
|  | Local Support Services     | <ul style="list-style-type: none"> <li>One (1) Year Managed Services Support, 8x5 Technical Support and Application Maintenance Thru Email, Phone, Remote Session, On-site for Severe Condition</li> <li>End user training on installation and operation</li> </ul>  |
|  | ABC                        | <ul style="list-style-type: none"> <li>PHP 90,000.00</li> </ul>  |

|           |  |  |
|-----------|--|--|
| <b>4.</b> | <b>Backup Enterprise Technician Application Software</b> |  |
|           | Quantity   | <ul style="list-style-type: none"> <li>One (1) unit</li> </ul>   |
|           | License  | <ul style="list-style-type: none"> <li>Perpetual.</li> <li>One license code can be registered on multiple PCs and servers regardless of network size or location.</li> </ul> |
|           | Key Features   | <ul style="list-style-type: none"> <li>SQL/Exchange Backup and Restore</li> </ul>  |





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|  |                               | <ul style="list-style-type: none"> <li>• System/File/Disk/Outlook Email Backup and restore</li> <li>• Disk/Partition Backup and restore</li> <li>• Backup to network drive</li> <li>• Backup to Cloud (google drive, dropbox, )</li> <li>• Full/Incremental/differential backup</li> <li>• Disk clone, migrate OS to SSD/HDD</li> <li>• Smart Backup</li> <li>• Centrally management (by a Backup Center)</li> <li>• Image-Reserve Strategy</li> <li>• Universal Restore</li> </ul> |
|  | <b>Backup Options</b>         | <ul style="list-style-type: none"> <li>• Password Protection</li> <li>• Email Notification</li> <li>• Pre/Post Command</li> </ul>   |
|  | <b>Tools</b>                  | <ul style="list-style-type: none"> <li>• Check Image</li> <li>• WinPE Bootable CD</li> <li>• PXE Server</li> <li>• P2V/Command Line</li> <li>• Mount/Unmount image</li> </ul>   |
|  | <b>Supported Systems</b>      | <ul style="list-style-type: none"> <li>• Windows 11,10,8,7,Vista,XP, Windows Server 2003, 2008, 2012, 2016, 2019, 2022</li> </ul>   |
|  | <b>Version Upgrade</b>        | <ul style="list-style-type: none"> <li>• Lifetime free upgrades</li> </ul>  |
|  | <b>Local Support Services</b> | <ul style="list-style-type: none"> <li>• One (1) Year Managed Services Support, 8x5 Technical Support and Application Maintenance Thru Email, Phone, Remote Session, On-site for Severe Condition</li> <li>• End user training on installation and operation</li> </ul>   |
|  | <b>ABC</b>                    | <ul style="list-style-type: none"> <li>• PHP 170,000.00</li> </ul>  |

|  |                                    |   |
|--|------------------------------------|---|
| <b>SUPPLY, DELIVERY, AND INSTALLATION OF PRINTER PARTS</b> |                                    |   |
| <b>5.</b>  | <b>Waste Toner Cartridge</b>       |   |
|  | Waste Toner Cartridge              | <ul style="list-style-type: none"> <li>• EL500268, Waste Toner Cartridge 30k, for Fuji Xerox Docuprint CP405</li> </ul>                                       |
|  | Quantity/ABC                       | <ul style="list-style-type: none"> <li>• One (1) Unit / PHP 3,000.00</li> </ul>   |
| <b>6.</b>  | <b>Fuser Unit – One (1) Unit</b>   |   |
|  | Fuser Unit                         | <ul style="list-style-type: none"> <li>• EL300729, Fuser Unit 220V, 100K, for Fuji Xerox Docuprint C2200/C3300</li> </ul>                                     |
|  | Quantity/ABC                       | <ul style="list-style-type: none"> <li>• One (1) Unit / PHP 30,000.00</li> </ul>  |
| <b>7.</b>  | <b>Transfer Kit – One (1) Unit</b> |   |
|  | Transfer Kit                       | <ul style="list-style-type: none"> <li>• CE710-69003, Transfer Kit for HP Laserjet CP5225, includes Intermediate Transfer Belt and Transfer Roller</li> </ul> |
|  | Quantity/ABC                       | <ul style="list-style-type: none"> <li>• One (1) Unit / PHP 40,000.00</li> </ul>  |

**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]*