



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

May 31, 2023

Sir/Madam:

Please provide us with your best quotation for the items as specified in the Terms of Reference (TOR) for PR No. **HO-IST23-013** Ref. No. **SVP230614-RM** 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 14 June 2023**.

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:

- Valid Mayor's Permit showing the expiry date
- 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. Joslo Riel S. Medina** at telephone no/s. 8 - 921-3541 loc 5397 / with e-mail address at jrsmedina.npc@gmail.com or bcسد@napocor.gov.ph

Very truly yours,

RENE B. BARRUELA
Chairman, Bids and Awards Committee





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-IST23-013/REF NO.

**For the TWO (2) YEAR LICENSE SUBSCRIPTION AND PARTNER SUPPORT OF ESET
 ENDPOINT SECURITY PROTECTION AND HIKCENTRAL PRO MANAGEMENT CONSOLE
 PSTORE/ISUP LICENSE FOR SPUG DATA CENTER**

Item No.	DESCRIPTION	QTY.	U/M	ABC (PhP)
1	SPUG REMOTE DEVICES & SUPPORT, ESET ENDPOINT PROTECTION	1	LOT	360,000.00
2	HIK CENTRAL PRO MANAGEMENT CONSOLE PSTORE/ISUP LICENSE	1	LOT	220,000.00
TOTAL AMOUNT				580,000.00

Notes:

- **Mode of Award: Lot Award**
- **See attached sheet for the complete scope of work and specifications**
- **Bidders are required and reminded to strictly state/include in their own Bid Proposal the Requirements in the Terms and Conditions stated under the NPC Terms of Reference (TOR), to wit:**
 - Payment Terms
 - Delivery Period
 - Price Validity
 - Delivery Point

APPROVED BUDGET FOR THE CONTRACT: PHP 580,000.00

2. Delivery Period

(see attached scope of work for complete details)

3. Delivery Point

Items shall be delivered at: (see attached scope of work for complete details)

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.

-----remaining spaces are intentionally left blank -----

**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-IST23-013**. 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)
1				
2				
TOTAL BID PRICE				

Payment Terms : 30 Calendar Days
Delivery Period : 30 Calendar Days
Price Validity : 120 Calendar Days
Delivery Point : NAPOCOR, SPUG Data Center, Quezon City

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.



NATIONAL POWER CORPORATION

TERMS OF REFERENCE

**TWO (2) YEAR LICENSE SUBSCRIPTION AND PARTNER SUPPORT OF ESET
ENDPOINT PROTECTION AND HIKCENTRAL PRO MANAGEMENT
CONSOLE PSTORE/ISUP LICENSE FOR SPUG DATA
CENTER UNDER PR NO. HO-IST23-013**

1. APPROVED BUDGET FOR THE CONTRACT (ABC)

The Approved Budget for the Contract is **Five Hundred Eighty Thousand Pesos (PHP 580,000.00)** inclusive of VAT and all applicable government taxes.

2. MODE OF AWARD

Lot award.

3. PLACE AND DATE OF DELIVERY

The winning VENDOR shall supply and deliver the deliverables at **NAPOCOR, SPUG Data Center, Quezon City**, thirty (30) calendar days from receipt of the Notice to Proceed (NTP).

4. PROJECT PURPOSE

1. **Antivirus Software** - The NPC-SPUG Data Center intends to avail of a two (2) year license subscription contract for an effective, reliable, and comprehensive antivirus software solution that is easy to manage, cost-effective, and light on the computer system resources, which will start after the existing antivirus software contract expires on 7 July 2023.
2. **HikCentral Pro-Pstore/ISUP License** – For centralized management and online monitoring of NPC employees' Face Recognition Terminal, Daily Time Records (DTR), and attendance system.

QUALIFICATION REQUIREMENTS

- 4.1 The VENDOR must have completed a single contract similar to this project, equivalent to at least fifty percent (50%) of the ABC, and shall have at least five (5) years of experience undertaking a similar contract. For this purpose, similar agreements shall refer to the subscription and license support of the antivirus system.
- 4.2 The VENDOR refers to the provider of the Antivirus System and software as specified in the Reference.

4.3 Other documentary requirements to be submitted by VENDOR:

- 4.3.1 Certification from the Manufacturer's central/regional office stating that the VENDOR is an Authorized Business Partner of the brand being offered.
- 4.3.2 Certificate of Warranty and After Sales Support for the license and partner support of the antivirus system.
- 4.3.3 Brochures, Technical Datasheet, or equivalent document for the proposed equipment showing compliance with the required minimum Technical Specifications.
- 4.3.4 The time frame from the issuance of Notice to Proceed up to the final acceptance of the project must be at most thirty (30) calendar days.
- 4.3.5 All software, materials, and equipment must be delivered within thirty (30) calendar days after the Notice to Proceed (NTP).

5. SCOPE OF WORK

The scope of work shall include but are not limited to the following:

- 5.1 Provision of a (2) year license and partner support of the antivirus software shall also cover the required system's supply, delivery, installation, and configuration.
- 5.2 The Software provided must have access to published software, patches, fixes, updates, major upgrades, and documentation that is then provided to the customer.
- 5.3 Remote/On-site Support 8 am to 5 pm, and Next Business Day (NBD) response window during the subscription period.
- 5.4 A (1) person-day technical and hands-on training on the Antivirus System functionalities and programming features shall be provided in a classroom environment.

The training shall be suitable for four (4) NAPOCOR personnel.

The VENDOR shall submit a training course outline and the bid for NPC's evaluation and approval.

6. TECHNICAL REQUIREMENTS

ITEM	NPC REQUIREMENTS &/ SPECIFICATIONS	QUANTITY	VENDOR'S COMPLIANCE
1.	Two (2) year license subscription and partner support of ESET Endpoint Protection for SPUG Data Center	150 Nodes	COMPLY/ NOT COMPLY Please. Refer to:

<p>▪ Management Console</p>		
<p>Supported Operating System platform:</p> <ul style="list-style-type: none"> a) Windows b) Ubuntu 		<p>COMPLY/ NOT COMPLY Refer to:</p>
<p>Supported Database:</p> <ul style="list-style-type: none"> c) MS SQL Server 2008 R2 and higher d) MySQL 5.5 and higher 		
<p>Management Server Deployment:</p> <ul style="list-style-type: none"> a) All-In-One b) Installation by Program Components c) Virtual Appliance d) The server must allow the installation of its components across multiple servers. 		<p>COMPLY/ NOT COMPLY Refer to:</p>
<p>User Interface:</p> <ul style="list-style-type: none"> a) Protection status icon b) Graphical user interface c) High-resolution display support d) Re-engineered advanced settings e) Support for locally managed lists 		
<p>Endpoint Detection and Communication:</p> <ul style="list-style-type: none"> a) The server must communicate with the endpoints through an agent capable of storing policies and running tasks while the computer is offline. b) The server must have a module that detects traces of computers on the network and allows it to perform actions on the detected computers. c) The web console interface must work with informative dashboards. Fully interactive and allow one to carry specific tasks from multiple sections. 		<p>COMPLY/ NOT COMPLY Refer to:</p>
<ul style="list-style-type: none"> d) The Administrator can track, monitor, and control applications and their access to: <ul style="list-style-type: none"> 1. Manually define applications to be blocked. 2. Category-based blocking - e.g., games, social media, etc. 3. Permission-based blocking -e.g., applications that track location, access contact lists, etc. 		<p>COMPLY/ NOT COMPLY Refer to:</p>
<p>Management Server Capabilities:</p> <ul style="list-style-type: none"> 1. The administrator can modify the graphic interface informative dashboards in real-time. 2. The web interface must be able to work with multiple tabs and allow the creation of more tabs manually 3. The server must allow adding computers to the console using at least the following methods: 		<p>COMPLY/ NOT COMPLY Refer to:</p>

<p>3.1 Active Directory synchronization 3.2 Entering computer name or IP address manually</p> <p>4. The server must allow the creation of static and dynamic groups for better administration.</p> <p>5. The server must allow visualization of the following computer information remotely:</p> <ol style="list-style-type: none"> 1. Basic information 2. Configuration 3. Executed tasks and alerts 4. Installed applications 6. Quarantine <p>6. The server should be able to collect and display data about hardware information of endpoints connected to the security network.</p> <p>Email Notification Settings: The server should allow configuring email notification settings. It will have to provide the following standard notifications:</p> <ol style="list-style-type: none"> 1. Malware propagation alert 2. Network attack alert 3. Outdated equipment alert 4. Failed tasks alert <p>Low System Demands: Delivers proven protection while leaving more system resources for programs you regularly use</p>		<p>COMPLY/ NOT COMPLY</p> <p>Refer to:</p> <p>COMPLY/ NOT COMPLY</p> <p>Refer to:</p> <p>COMPLY/ NOT COMPLY</p> <p>Refer to:</p>
<p>▪ Endpoint Protection</p>		
<p>Supported Operating Systems:</p> <ol style="list-style-type: none"> a) Microsoft® Windows® 10/8.1/8 b) Linux (version 7 and later) c) Mac OS 10.12 and later d) Android 5 (Lollipop) and later e) iOS 8 and later <p>3rd Party Antivirus Software Removal: The solution must have a mechanism to remove any other security solution in the endpoint. This mechanism must be:</p> <ol style="list-style-type: none"> 1. Integrated into the security solution 2. Provided as a standalone tool 3. Available in the centralized administration console <p>Modular installation: The solution must allow selecting which protection modules to install. For example:</p> <ol style="list-style-type: none"> 1. Device Control 2. Firewall 		<p>COMPLY/ NOT COMPLY</p> <p>Refer to:</p> <hr/> <p>COMPLY/ NOT COMPLY</p> <p>Refer to:</p> <hr/> <p>COMPLY/ NOT COMPLY</p> <p>Refer to:</p> <hr/> <p>COMPLY/</p>

<p>3. Web Control</p> <p>Scanning options: The solution must have at least the following scanning options:</p> <ol style="list-style-type: none">1. Smart and custom scanning2. Removable Media Scanning3. Perform Last Used Scan (Quickly launch the previously performed scan using the same settings it was run with). <p>The solution must have an option for WMI and Full Registry Scan to improve the registry scanning that can discover and eliminate malicious references or harmful content anywhere in the registry or WMI repository.</p> <p>Malware Detection:</p> <ol style="list-style-type: none">a) The solution must detect all types of threats, including the most common ones: i.e., viruses, worms, Trojans, spyware, adware, rootkits, bots, ransomware, etc.b) The solution must use multi-layered technology with the combination of virus signature database, generic signature database, code analysis, emulation, machine learning, cloud-powered scanning, and sandbox technology for superior malware detection capability.c) The solution must be able to detect the following types of applications:<ol style="list-style-type: none">1. Potentially Unwanted Applications2. Potentially Unsafe Applications3. Suspicious Applicationsd) When working in virtualized environments, the solution must be able to create an allowlist of safe files that can be shared within the virtual network. <p>Ransomware Protection: The solution must detect malicious activities of ransomware or file coders capable of blocking the application and stopping its processes. Still, it must also be able to notify the user to block or allow it.</p> <p>Device Control:</p> <ol style="list-style-type: none">1. The solution must be able to control the following devices:<ol style="list-style-type: none">a. Mass storage devicesb. USB-connected printersc. FireWire storaged. Bluetooth devicese. Card readers2. The solution must be able to allow or deny the use of devices based on the following criteria:<ol style="list-style-type: none">a) Provider (Manufacturer)		<p>NOT COMPLY Refer to:</p> <p>COMPLY/ NOT COMPLY Refer to:</p> <p>COMPLY/ NOT COMPLY Refer to:</p>
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- b) Model
- c) Serial Number
- 3. The solution must be able to define a list of users that specifies who can access and use the devices.
- 4. For storage devices, the solution must be all of the following use permissions:
 - a) Read/Write
 - b) Block
 - c) Read Only
 - d) Soft Block
- 5. The solution must allow the blocking of certain devices at a specific period only.
- 6. When connecting a storage device or using removable media, the solution must provide the following options:
 - a) Scan
 - b) No Action
 - c) Remember This Action

Host-based Intrusion Prevention System (HIPS):

The HIPS system must have the following modes:

- 1. Automatic Mode
- 2. Intelligent Mode
- 3. Interactive Mode
- 4. Policy-Based Mode
- 5. Learning Mode

Advanced Memory Scanner:

The solution must have an Advanced Memory Scanner module to detect the most complex threats designed to bypass the traditional detection mechanisms.

Exploit Blocker:

The solution must have an Exploit Blocker module to prevent exploitation of vulnerabilities in typical applications such as:

- 1. Web browsers
- 2. PDF readers
- 3. Email clients
- 4. MS Office components

Endpoint Firewall:

The solution must have an Endpoint Firewall to allow or deny connections based on any of the following modes:

- 1. Automatic Mode
- 2. Interactive Mode
- 3. Learning Mode
- 4. Policy-Based Mode

Botnet Protection:

The solution must have a Botnet Protection

**COMPLY/
NOT COMPLY**

Refer to:

**COMPLY/
NOT COMPLY**

Refer to:

running on the computer.

- b) Zero-trust approach assumes that the computer or its protection capabilities are compromised or insufficient. It does not allow tampering with the browser's memory space and, consequently, the browser window's content.
- c) The feature should not be active by default so that administrators have enough time to leverage the potential in their security policies

Anti-Phishing Protection:

Protects your privacy and assets against attempts by fake websites to acquire sensitive information

The solution must exclude files from scanning using file extensions.

Network Attack Protection:

Must be able to detect known vulnerabilities at the network level

Intrusion Detection:

- a) The solution must be able to detect and block various security problems in SMB protocol, namely:
- b) Rogue server challenge attack authentication detection
- c) IDS evasion during named pipe opening detection
- d) CVE detections (Common Vulnerabilities and Exposures)
- e) Must be able to detect and block various CVEs in the remote procedure call system developed for the Distributed Computing Environment (DCE)
- f) Must be able to detect ARP poisoning attacks triggered by man-in-the-middle attacks or detection of sniffing at the network switch
- g) Must be able to detect and block various CVEs in the RDP protocol
- h) Must be able to prevent attacks that exploit the weaknesses of the ICMP protocol, which could lead to computer unresponsiveness
- i) The solution allows for the detection of DNS poisoning – relieving a fake answer to a DNS request (sent by an attacker) which can point you to fake and malicious websites
- j) Must be able to detect attacks of port scanning software – an application designed to probe a host for open ports by

COMPLY/
NOT COMPLY

Refer to:

COMPLY/
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Refer to:

<ul style="list-style-type: none"> of doing cybersecurity for more than 25 years b) Received at least 100 VB100 Awards from Virus Bulletin c) Received at most minuscule 50 Advanced + awards from AV-Comparatives 		<p>NOT COMPLY</p> <p>Refer to:</p>
<p>2. HikCentral Pro Management Console Pstore/ISUP License for SPUG Data Center</p>	<p>12 Lic.</p>	<p>COMPLY/ NOT COMPLY</p> <p>Please. Refer to:</p> <hr/>
<p>▪ Features</p>		
<p>Must be compatible with the existing HikCentral Pro Management Console version 1.7.0.0:</p> <ul style="list-style-type: none"> a) Pstore system version 1.7.0-R3 b) Picture Download c) Picture compress d) Picture cropping e) Picture encryption 		<p>COMPLY/ NOT COMPLY</p> <p>Refer to:</p> <hr/>
<p>▪ Supported Video Functionalities</p>		
<ul style="list-style-type: none"> a) Event Recording b) Search and playback c) Thumbnail pictures d) Retrieve backup video from devices e) Smart VCA and event search f) Central storage protocol video upload/download, playback, lock & unlock, g) Video frame extraction storage h) Transmission history video clips by ISUP 5.0 protocol 		<p>COMPLY/ NOT COMPLY</p> <p>Refer to:</p> <hr/>
<p>▪ System and License Management</p>		
<ul style="list-style-type: none"> a) Resource Pool Control b) NTP Time synchronization c) Transfer Data Encryption d) Authority Management e) Database Backup and Recovery f) SAN/NAS Support g) Online or offline activation h) Online or offline update i) Online or offline deactivation 		<p>COMPLY/ NOT COMPLY</p> <p>Refer to:</p> <hr/>
<p>▪ System Operation and Maintenance</p>		
<ul style="list-style-type: none"> a) System Services status monitor b) Resources and Storage size monitor c) Show Recording Schedules d) Auto-check recording data integrity e) Exception Monitoring f) Multi-network domain access 		<p>COMPLY/ NOT COMPLY</p> <p>Refer to:</p>

g) Multi NIC configuration adaption		
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NOTE: THE TECHNICAL SPECIFICATIONS FORM MUST BE SUPPORTED BY ANY OF THE FOLLOWING:

*Manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, **brochure/s**, sample/s, and independent test data. Failure to attach here the required document/s shall automatically disqualify the participating VENDOR.*

7. ACCEPTANCE PLAN

A Certificate of Acceptance shall be issued by NPC-ITSD Representative only after the VENDOR has successfully installed, configured, and tested the ESET Endpoint Protection and Pstore/ISUP software license.

>>> END <<<

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]