



**REPUBLIC OF THE PHILIPPINES  
PROCUREMENT SERVICE  
Department of Budget and Management  
Internal Bids and Awards Committee 2**



**Date: 31 May 2021**

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**REQUEST FOR QUOTATION**

**PROCUREMENT OF SECURITY SERVICES FOR PROCUREMENT  
SERVICE REGIONAL DEPOT- CAGAYAN DE ORO  
Alternative Mode of Procurement-Small Value Procurement  
AMP-SVP No. IBAC2-2021-05-002**

The Procurement Service through its Internal Bids and Awards Committee 2 (iBAC2) invite reputable security agencies to submit their quotation for the **SECURITY SERVICES FOR PROCUREMENT SERVICE REGIONAL DEPOT- CAGAYAN DE ORO** with an Approved Budget for the Contract (ABC) of **One Hundred Eighteen Thousand Seven Hundred Forty and 09/100 Pesos (Php118,740.09)** which the entity will procure through Small Value Procurement in accordance with Section 53.9 of the Implementing Rules and Regulations of Republic Act No. 9184.

<b>Lot No.</b>	<b>Quantity</b>	<b>Item/Description</b>	<b>Approved Budget for the Contract</b>
1	One (1) Security Guard	Security Services for PS Regional Depot-Cagayan De Oro	<b>Php118,740.09</b>

In view of this may we request Security Services to submit quotation with the following requirements, terms and conditions for compliance:

Scope of Services and Requirements: Please see attached Terms of Reference

Contract Period: Seven (7) Months

Payment Arrangement: Please see attached letter "F" of Terms of Reference

For submission:

1. Eligibility Requirements

- A. *Mayor's Permit for the year 2021;*
- B. *PhilGEPS Registration Number;*
- C. *Income Tax Return 2020;*
- D. *Omnibus Sworn Statement (ANNEX "B").*
- E. *Valid License to Operate from Supervisory Office for Security and Investigation Agency (SOSIA);*
- F. *Valid Philippine Association of Detective and Protective Agency Operators (PADPAO) Certificate; and*
- G. *Duly conformed Technical Specification*

2. Financial Requirements

Completely filled out Price Quotation Form - quotation must not exceed the ceiling price and must be inclusive of VAT. (ANNEX "A")

Submit your quotation (Annex A, Eligibility Documents, Terms of Reference with all required documentary attachments and Schedule of Requirements) duly signed by you or your duly authorized representative, not later than **04 June 2021 at 10:00 AM**.

Proposals shall be submitted at the address indicated below:

Internal Bids and Awards Committee 2 – Secretariat  
Procurement Service - DBM  
Cristobal Street, Paco, Manila

**Only one (1) set of documents certified to be true copies of the original shall be required.** In case, however, a supplier intends to submit proposals for several Request for Quotations which deadline of submission and opening of proposals are scheduled on the same date and time, it may submit one (1) set of Documents to cover all the RFQs where it wishes to participate. The Price Proposal Forms, however, should be submitted in separate envelopes. The envelope shall contain the name of the contract to be bid in capital letters and bear the name and address of the supplier in capital letters.

Proposals and other documents required may be sent electronically to IBAC2 Secretariat at **bftarca@ps-philgeps.gov.ph**. Electronically submitted proposals and documents must be submitted on or before the deadline of submission as stated in this RFQ.

Late submission of quotations shall not be accepted and considered.

  
**SIGNATURE REDACTED**  
**MR. JAYSON C. ERQUIZA**  
Chairperson  
Internal Bids and Awards Committee 2



### SCHEDULE OF REQUIREMENTS

Lot No.	Quantity	Item/Description	Project Duration
1	One (1) Security Guard	Security Services for PS Regional Depot-Cagayan De Oro	Seven (7) months from receipt of Notice To Proceed (NTP)

**Project Site:**

**Procurement Service Regional Depot-Cagayan De Oro**  
Zone I, National Highway Bulua, Cagayan De Oro City

**Contact Person:**

**Engr. Frederick G. Porras**  
**Depot Operations Division**

Contact No. 8-290-6300 or 8-290-6400 or 0961-094164

Email Address: fporras@ps-philgeps.gov.ph

**Ms. Gemmarie Ann R. Teric**  
**PS Depot Cagayan De Oro**

Contact No. 0977-2810578 or (088) 881-5607

Email Address: gemreyteric@gmail.com

**I hereby certify that the statement of compliance to the foregoing schedule of requirements are true and correct, otherwise, if found to be false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.**

\_\_\_\_\_  
**Name of  
Company /  
Bidder**

\_\_\_\_\_  
**Signature Over  
Printed Name of  
Authorized  
Representative**

\_\_\_\_\_  
**Date**



**TERMS OF REFERENCE**

**AMP-SVP No. IBAC2-2021-05-002** : **Procurement of Security Services Regional Depot – Cagayan De Oro**  
**Lot no.** : **1**  
**Quantity** : **One (1) Security Guard**  
**Approved Budget for the Contract** : **Php 118,740.09**

<b>LOT No.</b>	<b>AGENCY SPECIFICATIONS</b>	<b>BIDDER'S STATEMENT OF COMPLIANCE</b>
<b>1</b>	<b>Procurement of Security Services for PS Regional Depot-Cagayan De Oro</b>	
	<p align="center"><b>Manpower Requirement</b></p> <p>One (1) security guard per 8-hour shift per day, seven (7) days a week (inclusive of Holidays), who shall inspect, monitor, secure and guard the areas occupied by the Procurement Service Regional Depot Warehouse and Office.</p>	
	<p><b>A. Scope of works</b></p> <ol style="list-style-type: none"> <li>1. To protect and secure all PS assets from theft, pilferage, vandalism, robbery and any form of bodily harm against PS staff assigned in the regional depot.</li> <li>2. To provide PS with such number of security guards who are properly trained, licensed, bonded, uniformed, armed and with the following qualifications, in addition to those prescribed by the Government authorities concerned:               <ol style="list-style-type: none"> <li>a. Filipino citizen</li> <li>b. High school graduate or ex-serviceman;</li> <li>c. With height of at least 162.6 cm (5'4"), weight of at least 120 lbs;</li> <li>d. At least 21 years old but not more than 50 years old;</li> <li>e. Of good moral character and without any criminal or police record;</li> <li>f. Passed neuropsychiatric test;</li> <li>g. Processed and screened by Philippine National Police (PNP).</li> </ol> </li> <li>3. To ensure that the Area of Responsibility (AoR) is always manned during the entire duration of the contract and shall maintain available relievers and/or replacements when the need arises.</li> <li>4. To submit bi-monthly status/situation reports as well as render incident/spot reports as deemed</li> </ol>	



	<p>necessary.</p> <p>5. To indemnify PS for any loss, damage and expenses to property that may be incurred due to failure of the assigned security guard/s to perform the duties required under herein, provided that it shall be established beyond reasonable doubt that the loss or damage is due to negligence of the security guards of the Security Agency after it had likewise established with same degree of proof, that the property or article allegedly lost was present inside the AoR just before the loss or damage was discovered.</p> <p>However, the Security Agency shall not assume responsibility were such loss or damage is due to force majeure or fortuitous events or to any of the following conditions:</p> <ol style="list-style-type: none"> <li>a. Where loss or damage occurred inside a closed and/ or locked compartment/ warehouse, office room/ building wherein under normal conditions the guard/s had no access except where it has been proven that the door or any part of the building has been forcibly and that loss is reported to the guard/ Security Agency immediately upon discovery;</li> <li>b. Where loss or damage is not included in the inventory list of PS properties;</li> <li>c. Where the property claimed to have been lost or damage were kept in an open space or storage, and were not duly turned-over to the Security Agency or its representatives for physical inventory and proper recording, or although kept in.</li> </ol>	
	<p><b>B. Equipment/ Supplies Requirements</b></p> <ol style="list-style-type: none"> <li>1. The following shall comprise the Basic Equipment of a security guard which shall be made mandatory and ready for his/ her use while performing his/ her duties: <ol style="list-style-type: none"> <li>a. Prescribed Basic Uniform</li> <li>b. Nightstick/ baton</li> <li>c. Whistle</li> <li>d. Timepiece</li> <li>e. Writing pen</li> <li>f. Log book</li> <li>g. Flashlight</li> <li>h. Service Firearms</li> <li>i. Handcuff</li> </ol> <p>The security agency shall have the responsibility of ensuring the availability and issuance of the basic equipment to its posted guards.</p> </li> <li>2. The security agency shall ensure that the security guards shall regularly inspect operability of basic</li> </ol>	





	<p>equipment issued to him and shall keep himself acquainted with the use of these.</p>	
	<p><b>C. Qualification of Security Agency</b></p> <ol style="list-style-type: none"> <li>1. The Security Agency shall have a branch/ office located within Region X, to ensure prompt response/s from the agency whenever the need arises.</li> <li>2. The Security Agency must have a valid License to Operate from the Supervisory Office for Security and Investigation Agency (SOSIA).</li> <li>3. The Security Agency must have a valid Philippine Association of Detective and Protective Agency Operators (PADPAO) certificate.</li> </ol>	
	<p><b>D. Responsibilities of the Security Agency</b></p> <ol style="list-style-type: none"> <li>1. The discipline, administration and operations of the security guards shall conform with the Implementing Rules and Regulations of Republic Act No. 5487, otherwise known as the "SECURITY AGENCY LAW" as amended by Presidential Decree Bo. 11 dated October 3, 1972, the policies of Procurement Service (as PROCURING ENTITY) and other applicable government rules and regulations;</li> <li>2. It is expressly understood and agreed that all employees and staff of the SECURITY AGENCY are not in any way connected with Procurement Service and no employer – employee relationship exist between PS and the SECURITY AGENCY or the latter's personnel;</li> <li>3. The <b>Security Agency</b> shall make timely and immediate remittances of all amounts due to SSS/Philhealth/Pag-ibig or such other related government agencies or private entities where the <b>Security Agency</b> is bound to make the remittances for the benefit of all the assigned guards.</li> </ol>	
	<p><b>E. Additional Terms and Conditions of the Contract:</b></p> <ol style="list-style-type: none"> <li>1. In view of the manpower requirements, the Security Agency shall provide the PS-DBM with a copy of the individual personnel profiles of the security guards to be assigned in the Regional Office together with their technical qualifications and certificates of training after the receipt of the Notice of Award. Should there be a replacement of guards, then the individual personnel profiles of the replacing security guard/s together with their technical qualifications and certificates of training shall be submitted to the PS-DBM before assumption of work by the said security guard.</li> <li>2. The number of guards may be increased or decreased as the need arises upon mutual agreement by the PS-DBM and Security Agency;</li> </ol>	



3. Should PS-DBM require additional security guards, the Security Agency shall provide the needed number at the same service rate and under the same terms and conditions in the CONTRACT, upon written request of the PS-DBM;
4. The Security Agency hereby warrants to make available at all times duly trained and qualified relievers and/or replacements to ensure continuous service in case of absence of the assigned guard, and to exercise the needed supervision over the work of its personnel, provided that no security guard shall serve more than a continuous twelve (12) hours duty in a day;
5. The Security Agency shall agree to remove, change or substitute any or all of the guards whose performance or showing is/are found unsatisfactory, as observed by and upon notice or advice by the PS-DBM;
6. The Security Agency shall closely check the guards in the performance of their duties and responsibilities by conducting inspection any time of the night or day to ensure that they are not committing any act prejudicial to the interest of the PS-DBM;
7. The PS-DBM shall not be responsible for any accident, mishap, or injury of any kind or nature sustained or caused by any of the guards assigned by the Security Agency including death resulting there from;
8. The Security Agency shall be solely liable and answerable for claims, if any, that may be made by guards under the provisions of the Labor Code, Presidential Decrees and other relevant laws;
9. All and whatever benefits the said guards or their heirs may claim relative to the preceding paragraph in connection with their employment shall be borne by the Security Agency;
10. The Security Agency shall be exclusively responsible for the enforcement, compliance, and observance of Labor Laws, pertinent Rules and Regulations governing employer-employee relationship relating to the operations, management and conduct of security agencies;
11. The Security Agency shall protect the PS-DBM from any liability arising from non-observance of laws, Rules and Regulations referred to in the preceding paragraph, and/or whatever claims, cases, either administrative, civil or criminal, arising from non-compliance with agreement for other laws, or as a result of this contract;





12. The Security Agency shall be liable to the PS-DBM for any loss or damage that may be incurred upon the latter's equipment, buildings and properties within the guarded compound;

13. The liability for any loss or damage stated under paragraph 12 is subject to the following exceptions:

a) Where the loss or damage occurs inside a closed office, building or compartment into which the Security Agency or its agents have no access, in which case, the Security Agency is not liable, unless the door or window of any of the office building or compartment is forcibly opened, and such was not prevented by reason of the act or omission, fault or negligence of the guards.

b) For loss of, and/or damage to property delivered, or entrusted by the PS-DBM to its employees, which equipment or property is outside the administrative control of the Security Agency at the time of said loss or damage, the Security Agency is not liable. In this connection, properties or equipment are considered outside the administrative control of the Security Agency only when the same are brought outside the PS-DBM's premises or compound by the authorized employees themselves.

c) For loss of, and/or damage to property resulting from fortuitous events or force majeure;

14. For any loss or damage stated under paragraphs 12 and 13 The AGENCY shall indemnify the PS-DBM for any loss or damage to the property or properties of the latter provided that it has been fully established that said loss or damage was a result of the act or omission, negligence or fault of the guard on duty.

15. Any unusual occurrence in the premises noted by the guard should be reported immediately in writing by the Security Agency to the PS-DBM Regional Office Supervisor within twenty-four (24) hours from its occurrence;

16. The loss or damage to property shall be brought to the attention of the Security Agency by the PS-DBM within forty-eight (48) hours from its occurrence or discovery and shall immediately be acted upon by the Security Agency;

17. The Security Agency shall provide the security guards assigned to the PS-DBM Regional Office, at its own expense, with the necessary serviceable, dependable, firearms and ammunition, adequate communications equipment. The Security Agency hereby warrants that



these are duly licensed and that the guards have the required permits to carry and possess the same. The Security Agency shall also provide the PS-DBM copies of the result of the drug test and neuro-psycho exams, including police and NBI clearances of each security guards assigned to the PS-DBM Regional Offices;

18. Training, discipline and administration of the security guards shall conform to R.A. 5487 and its Implementing Rules and Regulations, and the rules and regulations of the Philippine National Police Supervisory Office for Security and Investigation Agencies (PNP SOSIA). No security guard shall take any intoxicating/alcoholic drink or prohibited drugs within the premises of the guarded compound of the PS-DBM, whether he/she is on-duty or off-duty; Likewise, smoking by any of the security guard is strictly prohibited within the premises of the guarded compound of the PS-DBM, whether he/she is on-duty or off-duty;
19. It shall provide this Office proof of remittances of all monthly mandatory contributions to the proper government agencies of all the Security Guards to be submitted together with the agency's monthly billing statement for this Office. Failure to provide proof of the same may cause the delay of the processing of the payment;
20. It is agreed that in order to have an assurance that salaries of security guards assigned by the Security Agency were paid on time, the PS-DBM requires the Security Agency to present a certified photocopy of the signed payroll of the security guards assigned to the PS-DBM Regional Office covering the preceding half-month before release of payment is made. It is understood that this measure is to check whether the security guards have been paid for individual services rendered in accordance with the stipulation herein agreed upon and to ensure the security guards morale in the performance of their functions;
21. The Security Agency shall be entitled to an adjustment of the stipulated Contract price in the event that the minimum wage is increased or such similar situation subject to renegotiation to be made with the PS-DBM and its shall be understood that the PS-DBM will not be held liable for unpaid wages if the Security Agency fail to pay the security guards;
22. It shall not during the existence of its services or anytime thereafter disclose to any person or entity any information concerning the affairs of the PS-DBM which the agency may have acquired by reason of its services.
23. PS-DBM shall have the sole option to cancel/terminate



	<p>this Agreement at any time for violation of any of the terms and conditions thereof and/or if, in its judgment, the service that has been rendered by the Security Agency and/or its security guards is substandard and/or unsatisfactory: Provided, that the Security Agency shall be notified in writing at least fifteen (15) days prior to the effective date of cancellation/termination. The Security Agency shall maintain a satisfactory level of performance throughout the term of the Agreement based on the following performance criteria: (i) quality of service delivered, (ii) time management, (iii) management and suitability of personnel, and (iv) provision of regular progress reports.</p> <p>However, in cases where the Security Agency causes injury or irreparable damage to the life and property of PS-DBM, its officers, employees and agents, or its continuing presence poses a threat to the life and property to the latter due to the Security Agency's involvement in unlawful and illegal acts, PS-DBM may immediately notify the Security Agency of such fact in writing and this Agreement is deemed cancelled and/or terminated without waiting for the lapse of fifteen (15) days.</p> <p>24. The Contract may be extended on a month-to month basis for the maximum period of six (6) months, in the absence of any notice of termination issued by the PS-DBM prior to the date of the expiration of this contract. The extension shall be expressly agreed upon in writing by the PS-DBM and Security Agency prior to the expiration of the Contract. The contract extension, herein referred to, shall be made in accordance with existing laws and rules issued by the Government Procurement Policy Board (GPPB).</p>	
	<p><b>F. Payment Terms</b></p> <p>Payment shall be made not later than 15 calendar days upon complete submission by the Security Agency of the following requirements:</p> <ol style="list-style-type: none"> <li>1. DTR of all security guards duly signed by the Depot Supervisor or his/her duly authorized representative;</li> <li>2. Proof of previous months' remittances to the SSS, PhilHealth, and Pag-Ibig, together with transmittal sheet stamped received by the foregoing, certified true copy of a duly accomplished previous months payroll sheet, as well as such other relevant documents as may be required by the PS-DBM;</li> <li>3. Invoice of billing or statement of account for the period covered, and</li> <li>4. Certification by the Depot Supervisor that the services rendered by the Security Agency is in accordance with the terms and conditions of the contract for the period being claimed.</li> </ol>	





	<p><b>G. Liquidated Damages and Litigation Expenses</b></p> <p>The Security Agency shall be liable for payment of liquidated damages in case of breach of any provisions of the Agreement. The amount of liquidated damages shall be at least equal to one-tenth of one per cent (0.1%) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the Agreement, PS-DBM shall rescind the Agreement, without prejudice to other courses of action and remedies open to it.</p> <p>In the event that PS-DBM, or any of its officers, employees or agents, is sued due to the Security Agency's failure to comply with any law, rule or regulation pertaining to the employment of labor, or for any damage or injury caused by and to the Security Agency's personnel, the Security Agency shall reimburse PS-DBM for the expenses it shall incur in relation to the said suit, including attorney's fees, cost of the suit and other litigation and incidental expenses immediately upon demand by PS-DBM. In the event PS-DBM incurred damages by reason of the negligence or wilful misconduct of the Security Agency or its assigned security guards, the Security Agency shall also be liable for such damages.</p>	
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**I hereby certify that the statement of compliance to the foregoing terms of reference are true and correct, otherwise, if found to be false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.**

Note: Please state the word "Comply" at the Bidder's Statement of Compliance Column.

<b>Name of Company / Bidder</b>	<b>Signature Over Printed Name of Authorized Representative</b>	<b>Date</b>
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## Price Quotation Form

Date: \_\_\_\_\_

The Chairperson, Internal Bids and Awards Committee 2  
 Procurement Service  
 PS Complex, Cristobal Street  
 Paco, Manila

Sir:

Having examined the Request for Quotation No. PR21-0197, which includes the terms of reference and project duration, the receipt of which is hereby duly acknowledged, the undersigned, offer to **Procurement of Security Services for Procurement Service Regional Depot-Cagayan De Oro** in conformity with the said Request for Quotation for the sums stated hereunder:

Lot No.	Item/Description	Day Shift (8hrs) 1 Security Guard
1	<b>Procurement of Security Services for Procurement Service Regional Depot-Cagayan De Oro</b>	
	<b>CONTRACT RATE DAILY WAGE</b>	
	<b>I. Amount Directly to Guard</b>	
	○ <i>Basic Salary(DW*No. of Days per year/12)</i>	
	○ <i>Night Differentials (Ave.pay/mo.*10)</i>	
	○ <i>13<sup>th</sup> Month Pay (DW*365/12/12)</i>	
	○ <i>5 Days Incentive Leave (DW*5/12)</i>	
	○ <i>Uniform Allowance (RA 5487)</i>	
	○ <i>COLA-RA VIII-17 (7x377x12)</i>	
	<b>Total Sum Directly to Guard</b>	
	<b>II. Amount to Gov't in favor of Guard</b>	
	○ <i>Retirement Benefit (RA 7641)</i>	
	○ <i>Social Security System</i>	
	○ <i>Philhealth</i>	
	○ <i>EC</i>	
	○ <i>Pag-ibig</i>	
	<b>Total Amount to Gov't in favor of Guard to SG</b>	
	<b>III. Total Amount I &amp; II</b>	
	<b>IV. Admin Overhead &amp; Agency Fee</b>	
	<b>V. VAT</b>	
	<b>VI. Contract Rate per Month</b>	
	<b>Number of Guards</b>	



	<b>Total Amount per Month</b>	
	<b>Total Amount for Seven (7) Months</b>	
	<b>TOTAL CONTRACT PRICE:</b>	

**TOTAL CONTRACT PRICE IN WORDS:**

Lot 1: \_\_\_\_\_.

**We undertake, if our Proposal is accepted, to deliver the services as identified in the Terms of Reference and in accordance with the Schedule of Requirements.**

Until a formal Contract is prepared and executed, this Proposal, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the lowest or any Proposal you may receive.

Dated this [date]

*(signature)*

[name of authorized rep]

[capacity]

Duly authorized to sign Proposal for and on behalf of:

[name of company]

[address]

[official contact number]





## 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;



11. [Name of Bidder] hereby assigns the following contact number/s and e-mail address/es as the official telephone/fax number and contact reference of the company where the PS BAC and PS notices may be transmitted.

Telephone No/s.: \_\_\_\_\_  
Fax No/s.: \_\_\_\_\_  
E-mail Add/s.: \_\_\_\_\_  
Mobile No.: \_\_\_\_\_

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 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]

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_

**Note:**

*"Sec. 12. Competent Evidence of Identity – The phrase "competent evidence of identity" refers to the identification of an individual based on:*

At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification;



*The Board Resolution or Secretary's Certificate referring to the said Board Resolution designating the bidder's authorized representative and signatory need not specifically indicate the particular project where such authority is given provided that the said authority covers activities by PS.*

