

RFQ No.	RFQ-02-0101-2024-02-0086-0301-0012
Purchase Request No.:	02-0101-2024-02-0086

REQUEST FOR QUOTATION

Title of Procurement/End-user		: PREVENTIVE MAINTENANCE, REPAIR AND REPLACEMENT OF PARTS OF NON-EXCLUSIVE EQUIPMENT		
Approved Budget f	for the	: PhP 368,000.00		
Mode of Procurem	ent	: Small Value Procurement (AMP53.9)		
Bidding Terms		: Per Item		
Delivery Terms/Scl	hedule	: Please see Delivery of Service per item		
Delivery Location	: Department of	of Energy Main Office, BGC Taguig City		
Payment Terms : Payment shall be processed within thirty (30) days upon completion of				
delivery of all items or services, submission of all required documents				
and issuance of end-user's certificate acceptance.				
<u> </u>				

SUBMISSION OF PROPOSALS/ QUOTATION and RELATED DOCUMENTS SHOULD BE COLLATED AND SUBMITTED IN A ONE (1) PDF FILE FORMAT

Please quote your lowest price on the items/s listed below, subject to the compliance with the Terms of Reference and Specifications. Submit the quotation following the format of the Quotation Submission Form (Annex A) in a sealed envelope duly signed by your representative at the Procurement Management Division Office, 3rd Floor DOE Main Building, Department of Energy Rizal Drive, Energy Center-Bonifacio Global City, Taguig City or through email at the following address: <u>bacsecretariat@doe.gov.ph</u> not later than **08 March 2024, 4:00PM**. <u>LATE SUBMISSION WILL NOT BE ACCEPTED</u>.

	Terms of Reference/Specifications					
	Description/ Specification:	Quantity	Unit Price	Total ABC		
1.	Preventive Maintenance, Repair and Replacement of Parts of Furnace (Model: Thermolyne 47900) PN: TE-HE-00-1048	lot	PhP 50,000.00	PhP 50,000.00		
	TERMS OF REFERENCE I. SCOPE OF WORK: • Repair of damaged parts • Replacement of defective parts • Sensor • SSR • Controller • Modification and rewiring of electrical circuits					
	 The prices quoted should be firm and irrevocable and not subject to any change whatsoever. Bid price must be in Philippine currency and must include all cost attendant to the 					
	 repair/preventive maintenance/replacement and delivery of parts/materials to GRFTLD- DOE such as freight, brokerage, duties and taxes related to the payment of service. 3. The service contractor shall provide competent and professional service personnel with the 					

		right tools for the preventive maintenance and			
		servicing of the equipment.			
	4.	The service contractor must include in its			
		submission a proof that they are the authorize			
		provider for the sales, aftersales support,			
		calibration and maintenance of said			
	_	equipment.			
	5.	The service contractor shall provide service			
		reports which will contain the condition of the machine based on the manufacturer's			
		specifications. Reference standard will be			
		used to check the equipment's performance.			
		The equipment will be turned over to the end			
		user after signing the acceptance report.			
	6.	Maintenance shall be carried out during the			
		company's normal business hours, or at such			
		other times as agreed upon between the service contractor and the end user.			
	7	No amount shall be charged to the customer if			
		the unit is not repaired due to unavailability of			
		part/s.			
	8.	DOE shall not provide any			
		accommodation/transportation for the			
		engineers/ representatives for attending the			
		preventive maintenance and servicing of the equipment.			
	g	Delivery of Service: Job completion within			
	0.	thirty (30) days upon receipt of Job			
		Order/Purchase Order.			
	10	The successful bidder shall conform to the			
		service needed based on the TOR indicated			
2.	Preven	herewith. tive Maintenance, Repair and Replacement of	lot	PhP 150,000.00	PhP 150,000.00
۷.		f Viscosity Bath (Model: Koehler KV 3000)	101	1111 130,000.00	1111 130,000.00
		-EQ-09-791			
	TERM	S OF REFERENCE			
		S OF REFERENCE SCOPE OF WORK:			
	TERM	S OF REFERENCE SCOPE OF WORK: • Repair of damaged parts			
	TERM	S OF REFERENCE SCOPE OF WORK: • Repair of damaged parts • Replacement of defective parts			
	TERM	S OF REFERENCE SCOPE OF WORK: • Repair of damaged parts			
	TERM	S OF REFERENCE SCOPE OF WORK: • Repair of damaged parts • Replacement of defective parts • Controller			
	TERM	S OF REFERENCE SCOPE OF WORK: • Repair of damaged parts • Replacement of defective parts • Controller • Omron-1 dec. Pt • Omron-2 dec. Pt • SSR			
	TERM	S OF REFERENCE SCOPE OF WORK: • Repair of damaged parts • Replacement of defective parts • Controller • Omron-1 dec. Pt • Omron-2 dec. Pt • SSR • Sensor			
	TERM	S OF REFERENCE SCOPE OF WORK: • Repair of damaged parts • Replacement of defective parts • Controller • Omron-1 dec. Pt • Omron-2 dec. Pt • SSR • Sensor • Heater			
	TERM	S OF REFERENCE SCOPE OF WORK: • Repair of damaged parts • Replacement of defective parts • Controller • Omron-1 dec. Pt • Omron-2 dec. Pt • SSR • Sensor • Heater • Batteries			
	TERM	S OF REFERENCE SCOPE OF WORK: • Repair of damaged parts • Replacement of defective parts • Controller • Omron-1 dec. Pt • Omron-2 dec. Pt • SSR • Sensor • Heater • Batteries • Modification and rewiring of electrical			
	TERM	S OF REFERENCE SCOPE OF WORK: • Repair of damaged parts • Replacement of defective parts • Controller • Omron-1 dec. Pt • Omron-2 dec. Pt • SSR • Sensor • Heater • Batteries			
	TERMS I.	S OF REFERENCE SCOPE OF WORK: • Replacement of defective parts • Controller • Omron-1 dec. Pt • Omron-2 dec. Pt • SSR • Sensor • Heater • Batteries • Modification and rewiring of electrical circuits TERMS AND CONDITIONS:			
	TERMS	S OF REFERENCE SCOPE OF WORK: • Repair of damaged parts • Replacement of defective parts • Controller • Omron-1 dec. Pt • Omron-2 dec. Pt • SSR • Sensor • Heater • Batteries • Modification and rewiring of electrical circuits TERMS AND CONDITIONS: The prices quoted should be firm and			
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	TERMS I. II. 1.	S OF REFERENCE SCOPE OF WORK: • Repair of damaged parts • Replacement of defective parts • Controller • Omron-1 dec. Pt • Omron-2 dec. Pt • SSR • Sensor • Heater • Batteries • Modification and rewiring of electrical circuits TERMS AND CONDITIONS: The prices quoted should be firm and irrevocable and not subject to any change whatsoever.			
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	TERMS 1. 1. 1. 2.	S OF REFERENCE SCOPE OF WORK: • Replacement of defective parts • Controller • Omron-1 dec. Pt • Omron-2 dec. Pt • SSR • Sensor • Heater • Batteries • Modification and rewiring of electrical circuits TERMS AND CONDITIONS: The prices quoted should be firm and irrevocable and not subject to any change whatsoever. Bid price must be in Philippine currency and must include all cost attendant to the repair/preventive maintenance/replacement and delivery of parts/materials to GRFTLD-DOE such as freight, brokerage, duties and taxes related to the payment of service.			
	TERMS 1. 1. 1. 2.	S OF REFERENCE SCOPE OF WORK: • Replacement of defective parts • Controller • Omron-1 dec. Pt • Omron-2 dec. Pt • SSR • Sensor • Heater • Batteries • Modification and rewiring of electrical circuits TERMS AND CONDITIONS: The prices quoted should be firm and irrevocable and not subject to any change whatsoever. Bid price must be in Philippine currency and must include all cost attendant to the repair/preventive maintenance/replacement and delivery of parts/materials to GRFTLD-DOE such as freight, brokerage, duties and taxes related to the payment of service. The service contractor shall provide competent			
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	TERMS I. II. 1. 2. 3.	S OF REFERENCE SCOPE OF WORK: • Replacement of defective parts • Controller • Omron-1 dec. Pt • Omron-2 dec. Pt • SSR • Sensor • Heater • Batteries • Modification and rewiring of electrical circuits TERMS AND CONDITIONS: The prices quoted should be firm and irrevocable and not subject to any change whatsoever. Bid price must be in Philippine currency and must include all cost attendant to the repair/preventive maintenance/replacement and delivery of parts/materials to GRFTLD-DOE such as freight, brokerage, duties and taxes related to the payment of service. The service contractor shall provide competent and professional service personnel with the right tools for the preventive maintenance and servicing of the equipment. The service contractor must include in its submission a proof that they are the authorize			
	TERMS I. II. 1. 2. 3.	S OF REFERENCE SCOPE OF WORK: • Replacement of defective parts • Controller • Omron-1 dec. Pt • Omron-2 dec. Pt • SSR • Sensor • Heater • Batteries • Modification and rewiring of electrical circuits TERMS AND CONDITIONS: The prices quoted should be firm and irrevocable and not subject to any change whatsoever. Bid price must be in Philippine currency and must include all cost attendant to the repair/preventive maintenance/replacement and delivery of parts/materials to GRFTLD-DOE such as freight, brokerage, duties and taxes related to the payment of service. The service contractor shall provide competent and professional service personnel with the right tools for the preventive maintenance and servicing of the equipment. The service contractor must include in its submission a proof that they are the authorize provider for the sales, aftersales support,			
	TERMS I. II. 1. 2. 3.	S OF REFERENCE SCOPE OF WORK: • Replacement of defective parts • Controller • Omron-1 dec. Pt • Omron-2 dec. Pt • SSR • Sensor • Heater • Batteries • Modification and rewiring of electrical circuits TERMS AND CONDITIONS: The prices quoted should be firm and irrevocable and not subject to any change whatsoever. Bid price must be in Philippine currency and must include all cost attendant to the repair/preventive maintenance/replacement and delivery of parts/materials to GRFTLD-DOE such as freight, brokerage, duties and taxes related to the payment of service. The service contractor shall provide competent and professional service personnel with the right tools for the preventive maintenance and servicing of the equipment. The service contractor must include in its submission a proof that they are the authorize provider for the sales, aftersales support, calibration and maintenance of said			
	TERMS 1. 1. 1. 2. 3. 4.	S OF REFERENCE SCOPE OF WORK: • Replacement of defective parts • Controller • Omron-1 dec. Pt • Omron-2 dec. Pt • SSR • Sensor • Heater • Batteries • Modification and rewiring of electrical circuits TERMS AND CONDITIONS: The prices quoted should be firm and irrevocable and not subject to any change whatsoever. Bid price must be in Philippine currency and must include all cost attendant to the repair/preventive maintenance/replacement and delivery of parts/materials to GRFTLD-DOE such as freight, brokerage, duties and taxes related to the payment of service. The service contractor shall provide competent and professional service personnel with the right tools for the preventive maintenance and servicing of the equipment. The service contractor must include in its submission a proof that they are the authorize provider for the sales, aftersales support,			
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	 machine based on the manufacturer's specifications. Reference standard will be used to check the equipment's performance. The equipment will be turned over to the end user after signing the acceptance report. 6. Maintenance shall be carried out during the company's normal business hours, or at such other times as agreed upon between the service contractor and the end user. 7. No amount shall be charged to the customer if the unit is not repaired due to unavailability of part/s. 8. DOE shall not provide any accommodation/transportation for the engineers/ representatives for attending the preventive maintenance and servicing of the equipment. 9. Delivery of Service: Job completion within thirty (30) days upon receipt of Job Order/Purchase Order. 10. The successful bidder shall conform to the service needed based on the TOR indicated herewith. 			
P	 herewith. Ireventive Maintenance, Repair and Replacement of larts of Oven (Memmert) IN: TE-HE-1028 ERMS OF REFERENCE SCOPE OF WORK: Replacement of defective parts Sensor SSR Controller Modification and rewiring of electrical circuits II. TERMS AND CONDITIONS: The prices quoted should be firm and irrevocable and not subject to any change whatsoever. Bid price must be in Philippine currency and must include all cost attendant to the repair/preventive maintenance/replacement and delivery of parts/materials to GRFTLD-DOE such as freight, brokerage, duties and taxes related to the payment of service. The service contractor shall provide competent and professional service personnel with the right tools for the preventive maintenance and servicing of the equipment. The service contractor shall provide service reports which will contain the condition of the machine based on the manufacturer's specifications. Reference standard will be used to check the equipment's performance. The equipment will be turned over to the end user after signing the acceptance report. Maintenance shall be carried out during the company's normal business hours, or at such other times as agreed upon between the service contractor and the end user.	lot	PhP 50,000.00	PhP 50,000.00
	 No amount shall be charged to the customer if the unit is not repaired due to unavailability of part/s. 			

	0	DOE aball not provide any			
	Ö.	DOE shall not provide any			
		accommodation/transportation for the			
		engineers/ representatives for attending the			
		preventive maintenance and servicing of the			
	-	equipment.			
	9.	Delivery of Service: Job completion within			
		thirty (30) days upon receipt of Job			
		Order/Purchase Order.			
	10.	The successful bidder shall conform to the			
		service needed based on the TOR indicated			
	<u> </u>	herewith.			
4.	Preven	tive Maintenance, Repair and Replacement of	lot	PhP 68,000.00	PhP 68,000.00
	Parts o	f Laboratory Fumehood (Fuel Testing – Area A)			
	PN: No	t Indicated			
	TERMS	S OF REFERENCE			
	Ι.	SCOPE OF WORK:			
		 Physical check-up of the unit 			
		Cleaning of the hood body, work			
		surface, sash, baffles, etc.			
		Checking of electricals, rewiring of the			
		unit			
		 Electromechanical troubleshooting 			
		-			
		Replace motor blower set			
		Performance validation of fumehood			
		 Face velocity test @ design 			
		sash height			
		 Airflow smoke pattern test 			
		 Light intensity test 			
		 Noise level test 			
		 Testing and certification that conforms 			
		to OSSHA and ASHRE standard			
	١١.	TERMS AND CONDITIONS:			
	1.	The prices quoted should be firm and			
		irrevocable and not subject to any change			
		whatsoever.			
	2.	Bid price must be in Philippine currency and			
		must include all cost attendant to the			
		repair/preventive maintenance/replacement			
		and delivery of parts/materials to GRFTLD-			
		DOE such as freight, brokerage, duties and			
		taxes related to the payment of service.			
	3.	The service contractor shall provide competent			
		and professional service personnel with the			
		right tools for the preventive maintenance and			
		servicing of the equipment.			
	4.	The service contractor must include in its			
		submission a proof that they are the authorize			
		provider for the sales, aftersales support,			
		calibration and maintenance of said			
		equipment.			
	5.	The service contractor shall provide service			
		reports which will contain the condition of the			
		machine based on the manufacturer's			
		specifications. Reference standard will be			
		used to check the equipment's performance.			
		The equipment will be turned over to the end			
		user after signing the acceptance report.			
	6.	Maintenance shall be carried out during the			
		company's normal business hours, or at such			
		other times as agreed upon between the			
		service contractor and the end user.			
	7.	No amount shall be charged to the customer if			
		the unit is not repaired due to unavailability of			
		part/s.			
	8.	DOE shall not provide any			
		accommodation/transportation for the			
		engineers/ representatives for attending the			
		preventive maintenance and servicing of the			
		equipment.			
L	1		I	I	

	9. Delivery of Service: Job completion within			
	thirty (30) days upon receipt of Job Order/Purchase Order.			
	10. The successful bidder shall conform to the service needed based on the TOR indicated			
_	herewith.			
	Preventive Maintenance of Laboratory Fumehood (Fuel Testing-Area B and ESCO) PN: Not Indicated /	lot	PhP 50,000.00	PhP 50,000.00
	BU-EQ-09-700			
T	TERMS OF REFERENCE			
	I. SCOPE OF WORK:Physical check-up of the unit			
	 Cleaning of the hood body, work 			
	surface, sash, baffles, etc.Checking of electricals, rewiring of the			
	unit			
	 Electromechanical troubleshooting Performance validation of fumehood 			
	 Face velocity test @ design 			
	sash height o Airflow smoke pattern test			
	 Light intensity test 			
	 Noise level test Testing and certification that conforms 			
	to OSSHA and ASHRE standard			
	II. TERMS AND CONDITIONS:			
	 The prices quoted should be firm and irrevocable and not subject to any change 			
	whatsoever.			
	 Bid price must be in Philippine currency and must include all cost attendant to the 			
	repair/preventive maintenance/replacement			
	and delivery of parts/materials to GRFTLD- DOE such as freight, brokerage, duties and			
	taxes related to the payment of service.3. The service contractor shall provide competen	+		
	and professional service personnel with the			
	right tools for the preventive maintenance and servicing of the equipment.			
	4. The service contractor must include in its			
	submission a proof that they are the authorize provider for the sales, aftersales support,			
	calibration and maintenance of said equipment.			
	5. The service contractor shall provide service			
	reports which will contain the condition of the machine based on the manufacturer's			
	specifications. Reference standard will be			
	used to check the equipment's performance. The equipment will be turned over to the end			
	user after signing the acceptance report. 6. Maintenance shall be carried out during the			
	company's normal business hours, or at such			
	other times as agreed upon between the service contractor and the end user.			
	7. No amount shall be charged to the customer if			
	the unit is not repaired due to unavailability of part/s.			
	 DOE shall not provide any accommodation/transportation for the 			
	engineers/ representatives for attending the			
	preventive maintenance and servicing of the equipment.			
	9. Delivery of Service: Job completion within			
	thirty (30) days upon receipt of Job Order/Purchase Order.			
	 The successful bidde successful bidder shall conform to the service needed based on the 			
	TOR indicated herewith			

General Conditions:

- 1. Quotation shall be valid for sixty (60) days from submission
- 2. Sample/brochure of the item complying with the Specifications shall be submitted together with the quotation/proposal. Non-submission of actual sample/brochures in the proposal is a ground for disqualification. *(If applicable)*
- 3. The following documents shall be attached/included in the submission of proposal/quotation:
 - a) Mayor's / Business Permit
 - b) PhilGEPS Registration Number/Certificate
 - c) Income /Business Tax Return (For ABCs above 500k)
 - d) Omnibus sworn Statement (Annex C)
- 4. Payment is through LDDAP through a Government Servicing Bank (GSB) and will be processed upon final acceptance of the end users and submission of complete documents. If not a GSB should shoulder all associated Bank Transaction Fee.
- 5. The Supplier shall clearly state the company name and account name for payment.
- 6. The price quoted is inclusive of all taxes and other charges.
- 7. The Supplier shall receive the Notice of Award and Purchase Order/Notice to Proceed within the required time under RA 9184 otherwise the Supplier may be sanctioned under the provision of RA 9184 and its IRR.

Solicitation No. _____ Purchase Request No. _____

Please quote your lowest price on the item/s under the specific Request for Quotation, subject to the terms, conditions and specifications as stated in the RFQ. Submit the quotation following the format below in a sealed envelope duly signed by your representative not later than the time and date as indicated in the RFO at the Procurement Management Division Office, 3rd Floor DOE Main Building, Department of Energy Rizal Drive, Energy Center-Bonifacio Global City, Taguig City. LATE SUBMISSION WILL NOT BE ACCEPTED.

Company Logo/Letterhead

Date	:
Company Name	:
Procurement Title	:
Delivery Date/Delivery Terr	ms : [No. of Days] calendar days upon receipt of Purchase
Order	
Delivery Location	: Department of Energy Main Office, BGC Taguig City
Payment Terms	: Payment shall be processed within thirty (30) days upon
	completion of delivery of all items or services, submission of
	all required documents and issuance of end-user's certificate

Price Quotation:

	Terms of Reference/Specifications						
Item No.	Description/ Specification:	Quantity	Unit Price	Total ABC			
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							

General Conditions:

1. Quotation shall be valid for sixty (60) days from submission

acceptance

- 2. Sample/brochure of the item complying with the Specifications shall be submitted together with the quotation/proposal. Non-submission of actual sample/brochures in the proposal is a ground for disqualification. *(If applicable)*
- 3. The following documents shall be attached/included in the submission of proposal/quotation:
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- 4. Payment is through LDDAP through a Government Servicing Bank (GSB) and will be processed upon final acceptance of the end users and submission of complete documents. If not a GSB should shoulder all associated Bank Transaction Fee.
- 5. The Supplier shall clearly state the company name and account name for payment.
- 6. The price quoted is inclusive of all taxes and other charges.

7. The Supplier shall receive the Notice of Award and Purchase Order/Notice to Proceed within the required time under RA 9184, otherwise the Supplier may be sanctioned under the provision of RA 9184 and its IRR.

The above quoted prices are inclusive of all cost and applicable taxes.

After having carefully read and accepted your Terms of Reference/Specification we are submitting our quotation/proposal on the items at prices indicated above.

Name and Signature of Authorize Representative

Company Name/Business name that will be used in the Notice of Award and Purchase Order/Notice to Proceed

Tel. No. / Cellphone No./ email address

Date

[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]