



REQUEST FOR QUOTATION (RFQ)

1. The Philippine Ports Authority - Port Management Office of Batangas (PPA-PMOB) through its Bids and Awards Committee (PMOB-BAC) will undertake procurement of **Preventive Maintenance of Nine (9) Units Generator Sets at PMO Batangas and Terminal Management Offices (TMOs)** in accordance with **Section 53.9, Small Value Procurement**, of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184. The details of the project are the following:

- a. Name of the Project : **Preventive Maintenance of Nine (9) Units Generator Sets at PMO Batangas and Terminal Management Offices (TMOs)**
- b. Reference No : **BAC-BGS-035A-2024**
- c. Approved Budget for the Contract (ABC) : **PHP 960,000.00 (inclusive of VAT)**
- d. Source of Fund : **PPA Corporate Funds**
- e. Item Description / Specification :

Item No.	Quantity	Unit	Item Description/Specification	Total Amount (in Php)
1	1	lot	Preventive Maintenance of Nine (9) Units Generator Sets at PMO Batangas and Terminal Management Offices (TMOs) <i>See Terms of Reference (TOR) – Annex "A"</i>	960,000.00

Quotations received in excess of the Approved Budget for the Contract (ABC) shall be automatically rejected.

- f. Delivery Site : **TMO Bauan, Aplaya, Bauan Batangas
TMO Romblon, Romblon, Romblon
TMO Tablas, Odiong Romblon
Radar Station 1, Brgy. Sta. Clara, Batangas City
Radar Station 2, Brgy. Pagkilatan, Batangas City
Radar Station 3, Brgy. Sinandigan, Puerto Galera, Oriental Mindoro
Radar Station 4, Brgy. 13, Tingloy, Batangas**
- g. Delivery Period : **Twelve (12) months**
2. The duly conformed **Terms of Reference (TOR) (Annex "A")**, duly accomplished **Price Quotation Form (Annex "B")**, and **Omnibus Sworn Statement (Annex "C")** together with the **CERTIFIED TRUE COPY** of the following documents: a) Valid Mayor's / Business permit; and b) Valid PhilGEPS Registration / Registration Number; and c) Income and Business Tax Return, shall be submitted in a sealed envelope by mail, courier or hand carried to the PMOB-BAC on or before **9:00 a.m. of 12 April 2024** at the **Legal Unit, 6/F, PPA Administration Building, Port Access Road, Calicanto, Batangas City** addressed to:


BAC-BGS-035A-2024

COMPANY: (Indicate the name of the Company)
NAME OF PROJECT: (Indicate the name of the Project)

JEFREN P. PANGANIBAN
Chairperson, PMOB-BAC
Philippine Ports Authority
Port Management Office of Batangas
PPA Administration Building,
Port Access Road, Calicanto,
Batangas City 4200

Failure to comply with the instructions and to submit the required documents shall be ground for disqualification.

3. Prospective bidder shall be a duly licensed Filipino citizens/sole proprietorship; partnerships, organizations, cooperatives duly organized under laws of the Philippines or a joint venture with at least sixty percent (60%) interest or outstanding capital stock belongs to Filipino Business partner.
4. All quotations shall be inclusive of the applicable Value Added Tax (VAT) and shall be valid for a period of ninety (90) calendar days from the deadline of submission of quotations
5. Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by the signatory or his/her duly authorized representative/s.
6. The project shall be awarded to the winning supplier determined to be the Single or Lowest Calculated and Responsive Quotation.
7. Liquidated damages equivalent to one tenth (1/10) of one percent (1%) of the value of Purchase Order not completed within the prescribed completion period shall be imposed per day to day of delay. The PPA may rescind the agreement once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of purchase order, without prejudice to other courses of action and remedies open to it.
8. A warranty security shall be required from the winning bidder for a minimum period of three (3) months, in the case of Expendable Supplies, or a minimum period of one (1) year, in the case of Non-expendable Supplies, after acceptance by the Procuring entity of the delivered supplies. The obligation for the warranty shall be covered by either retention money in an amount equivalent to at least one percent (1%) of payment, or a special bank guarantee equivalent to at least one percent (1%) of the total contract price. The said amounts shall only be released after the lapse of the warranty period. Provided, however, that the supplies delivered are free from patent and latent defects.
9. The contractor/service provider must have a functional OSH policy and program as provided in pertinent rules and regulations.
10. For the information, you may contact BAC Secretariat Head at Telephone No. **(043) 723-7214**.


JEFREN P. PANGANIBAN
Chairperson, PMOB-BAC

TERMS OF REFERENCE

PREVENTIVE MAINTENANCE OF 9 UNITS GENERATOR SET AT PMO BATANGAS AND ITS TMOs

1. BACKGROUND

Preventive Maintenance is an essential part of cost-effective operation, but it needs a carefully planned and systematic program of inspection, testing, adjustment, and servicing of Stand by Generator Set. This involves keeping maintenance records so that performance and operating cost can be properly monitored and evaluated.

The service provider for Genset maintenance shall conduct inspection and Maintenance Service Program, which is designed specifically for the respective of the specified standby Genset of PMO Batangas and its TMOs including Radar Stations to keep it in optimum performance reliable in case power outages.

As a preventive measure, regular check-up, implementation of repair works and maintenance of the equipment are necessary undertakings to guarantee its good running condition, and to ultimately maximize its service life.

2. OBJECTIVES

- 2.1. To ensure that all Generator Sets of PMO Batangas and its TMOs are in good running condition at all times in order to provide comfort to its employees, port users and stakeholders, and to prevent work interruptions brought by unfavorable environmental working condition;
- 2.2. To maximize the service life of all Generator sets installed at PMO Batangas and its TMOs through the conduct of regular check-up and maintenance by competent service provider;
- 2.3. To save on time, effort and resources of PMO and its personnel brought by intermittent shut down of local power company and the scouting of reliable service providers that will implement the repair works;
- 2.4. To engage the services of a competent contractor for the **Preventive Maintenance of 9 units Generator Set at PMO Batangas and its TMOs** through alternative mode of procurement in accordance with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.

Model/Specification	Location	No. of Units
MPMC Powertech Corp./Model MCL 60S2: 60kW, 1800RPM, 60Hz,	TMO Bauan, Bauan, Batangas	1
Model LGCL-50S: 50kVA, 1800RPM, 60Hz, 23Volts, Single Phase	TMO Romblon, Romblon, Romblon	1
Model LGCL-50S: 50kVA, 1800RPM, 60Hz, 230Volts, Single Phase	TMO Tablas, Odiongan, Romblon	1
DENYO/Model DCA-15ESK-DA: 15kVA, 1800RPM, 60Hz, 230Volts, Single Phase	Radar Station 1, Sta. Clara, Batangas City	1
DENYO/Model DCA-15ESK-DA: 15kVA, 1800RPM, 60Hz, 230Volts, Single Phase	Radar Station 2, Pagkilatan, Batangas City	1
DENYO/Model DCA-15ESK-DA: 15kVA, 1800RPM, 60Hz, 230Volts, Single Phase	Radar Station 3, Escarceo, Puerto Galera, Or. Mindoro	2
DENYO/Model DCA-15ESK-DA: 15kVA, 1800RPM, 60Hz, 230Volts, Single Phase	Radar Station4, Tingloy, Batangas	2

3. SCOPE OF WORK

The following activities shall cover the quarterly provision of services which include checkups, repair, and maintenance works of the following:

1. General Preventive Maintenance

1.1. Electrical System

- 1.1.1. Control and power connections
- 1.1.2. Wire insulation condition
- 1.1.3. Safeties and alarm
- 1.1.4. Cabinet, Panels, and Platform
- 1.1.5. Legible emergency sticker numbers

1.2. Generator

- 1.2.1. Voltage frequency check and recheck
- 1.2.2. Frequency
- 1.2.3. Instrumentations
- 1.2.4. Wire conditions
- 1.2.5. General conditions

1.3. Battery System

- 1.3.1. Battery charger
- 1.3.2. Terminal tight and clean
- 1.3.3. Battery position tighten clamps
- 1.3.4. Overall operation
- 1.3.5. Check battery water level and refill water, if necessary
- 1.3.6. Check Battery DC output voltage and changing rate.
- 1.3.7. Replace battery, if necessary

1.4. Engine

- 1.4.1. Mounting bolts
- 1.4.2. Air cleaner
- 1.4.3. Governor and linkage correct
- 1.4.4. Overall operation
- 1.4.5. Spark plugs cleaned and regapped (Gasoline Genset)
- 1.4.6. Check Engine Support

1.5. Lubrication System

- 1.5.1. Oil filter
- 1.5.2. Oil level
- 1.5.3. Crankcase breather
- 1.5.4. Check oil leaks, if any

1.6. Cooling System

- 1.6.1. Engine cooling air obstruction
- 1.6.2. Outside cooling air obstruction
- 1.6.3. Radiator cap condition
- 1.6.4. Checks levels
- 1.6.5. Cleaning Radiator Assembly – Checking of Radiator Hose (Upper & Lower)

1.7. Fuel System

- 1.7.1. Piping
- 1.7.2. Flexible and free lines
- 1.7.3. Tighten connections
- 1.7.4. Check fuel level
- 1.7.5. Check fuel filters
- 1.7.6. Change fuel filters
- 1.7.7. Check Fuel Hose

1.8. Air Induction and Exhaust System

- 1.8.1. Muffler and support system including Duckting
- 1.8.2. Exhaust obstruction
- 1.8.3. Tighten connections
- 1.8.4. Check air cleaner
- 1.8.5. Check exhaust pipe

1.9. Filter and Pump System

- 1.9.1. Air filter and flow
- 1.9.2. Clean intake and louvers
- 1.9.3. Check water pumps for leaks
- 1.9.4. Cleaning of Air Filter

1.10. Starting System

- 1.10.1. Check battery cables and connections
- 1.10.2. Check battery fluid and terminals
- 1.10.3. Check fan belt
- 1.10.4. Check alternator belts

1.11. Control Panel

- 1.11.1. Check PBC and Module
- 1.11.2. Check all fuses
- 1.11.3. Check all electrical connections

1.12. Testing

- 1.12.1. Testing without load
 - 1.12.1.1. Voltage
 - 1.12.1.2. Frequency/RPM
 - 1.12.1.3. Oil Pressure
 - 1.12.1.4. Water Temperature
 - 1.12.1.5. Running Hour Meter
 - 1.12.1.6. Battery Voltage
- 1.12.2. Testing with load
 - 1.12.2.1. Voltage
 - 1.12.2.2. Frequency/RPM
 - 1.12.2.3. Current
 - 1.12.2.4. Oil Pressure
 - 1.12.2.5. Water Temperature
 - 1.12.2.6. Test AVR and Exciter

1.13. Sanitation

- 1.13.1. Check Cleanliness

2. Change Oil, Coolant and Filters

2.a. PMO Batangas, TMO Bauan, TMO Tablas, TMO Romblon and Radar Stations 1, 2 & 4

Item No.	Description	Qty.	Unit	Frequency	Total	Delivered
2.1.	Replace radiator liquid with coolant additive	133	liters	2	266	1 st and 3 rd visits
2.2.	Replace coolant/water filters	7	pcs	2	14	1 st and 3 rd visits
2.3.	Replace fuel filters	7	pcs	2	14	1 st and 3 rd visits
2.4.	Replace oil/lube filters	7	pcs	2	14	1 st and 3 rd visits
2.5.	Change engine oil	166	liters	2	332	1 st and 3 rd visits
2.6.	Disposal of all waste fluids, filter and contaminated rags (if applicable)	7	units	2	14	1 st and 3 rd visits

2.7	Replace Air Filter	7	pcs	2	14	1 st and 3 rd visits
2.8	Replace Fan Belt	7	pcs	2	14	1 st and 3 rd visits

2.b. Radar Station 3 - Escarceo

Item No.	Description	Qty.	Unit	Frequency	Total	Delivered
2.1.	Replace radiator liquid with coolant additive	17	liters	6	102	2 months
2.2.	Replace coolant/water filters	2	pcs	6	12	2 months
2.3.	Replace fuel filters	2	pcs	6	12	2 months
2.4.	Replace oil/lube filters	2	pcs	6	12	2 months
2.5.	Change engine oil	14	liters	6	84	2 months
2.6.	Disposal of all waste fluids, filter and contaminated rags (if applicable)	2	units	6	12	2 months
2.7	Replace Air Filter	2	pcs	1		Last month of PMS
2.8	Replace Fan Belt	2	pcs	1		Last month of PMS

3. Dismantling & Cleaning, Baking, and Varnishing, (if necessary)

- 3.1. Main Alternator (field coil wiring)
- 3.2. Main Alternator (motor coil winding)
- 3.3. Exciter coil winding
- 3.4. Main rotor rectifier diode

4. Automatic Transfer Switch (ATS)

- 4.1. Check ATS indicator lamps and breaker
- 4.2. Checking of temperature on busbar and terminal connection using thermal scanner.
- 4.3. Test Run/Black out Simulation (if applicable)
- 4.4. Observe cooldown function tires
- 4.5. Observe delay to transfer of electricity during black out simulation

4. TECHNICAL REQUIREMENTS

The competent and qualified service provider must meet the following technical requirements:

4.1. Manpower Complement (Minimum)

Four (4) service technicians

4.2. Equipment (Minimum)

- 1 unit pressure washer and its accessories with cleaning materials
- Service vehicle

Note: - Power and water supply shall be provided by PPA if needed
 - Consumable materials/spare parts shall be procured in accordance with the provisions of R.A. 9184 and its revised IRR.

5. TERMS AND CONDITIONS

5.1. Obligations and Responsibilities of the Contractor

- 5.1.1. See to it that employees assigned to perform the services shall wear complete uniform and the required personal protective equipment (PPE) for the task to be performed. They shall at all times wear their Identification Card issued by their employer and the Port Access Pass.

- 5.1.2. The SERVICE PROVIDER shall also be readily available in case a problem with the critical genset operation occurs. Attend to field trouble call and perform the necessary check-up and repair, free of charge and without additional cost to PPA. Immediate response for service or repair may be availed anytime of the day even during holidays. Response time should be within one (1) hour especially for failure of genset to operate. The SERVICE PROVIDER shall arrive with the complete tool, willing to lend a back-up battery and battery charger to series and activate the existing malfunctioning batteries if any.
- 5.1.3. Free pull out, delivery and re-installation of the repaired unit.
- 5.1.4. Prior to the conduct of actual services, the CONTRACTOR shall inform the PPA representative its schedule of service to be undertaken at least one (1) day before the scheduled service.
- 5.1.5. Disposal of used oil, oil-contaminated rags, used oil filters, containers previously containing chemicals and other hazardous wastes that may be generated during the process.
- 5.1.6. The Parties, likewise, agree that the employees of the CONTRACTOR are not employees of the PPA. The PPA shall not in any way be liable or responsible for any physical injury or damages, including death sustained or caused by any of the employees of the CONTRACTOR whether or not occurring during the performance of their duties. The CONTRACTOR agrees and binds itself to indemnify the PPA for whatever injuries or damages caused or occasioned or contributed to by failure, negligence or conduct if the CONTRACTOR arising out of or in connection with or on the occasion of the performance of this Agreement.
- 5.1.7. The CONTRACTOR shall at all times, stand solely liable and responsible for the enforcement of, and compliance with all existing laws, rules and regulation and binds itself to save and hold PPA free and harmless from any and all liabilities, losses, damages, judgements, fines and penalties arising from and by reason of this Terms of Reference (TOR) and its implementation.
- 5.1.8. No Employer – Employee relationship between PPA and the personnel assigned to it shall exist. Said personnel are to be considered employees of the Contractor.
- 5.1.9. To guarantee the faithful performance of the winning Contractor of its obligations under the contract, it shall post a Performance Security in any of the following forms:

Form of Performance Security	Minimum Amount % of Total Contract Price
Cash, certified check, cashier's check, manager's check, bank draft or irrevocable letter of credit	Five Percent (5%)
Bank guarantee	Five percent (5%)
Surety Bond	Thirty percent (30%)

- 5.1.10. The CONTRACTOR guarantees and warrants availability, quality and genuineness of all materials, supplies and accessories to be delivered and used in the rendition of service under the Contract. It shall in its own account and expense rectify any defect(s) which may be discovered in accordance with the provision of Section 62 if the 2016 Revised IRR of R.A. 9184.
- 5.1.11. The CONTRACTOR agrees and bids itself to hold PPA free and blameless from any damage, claims, liabilities or legal actions which may be brought by any third party whomsoever by reason of this Contract.
- 5.1.12. The CONTRACTOR shall strictly comply with all existing PPA rules, regulations, policies and guidelines.

5.1.13. The CONTRACTOR shall provide personnel, as stated under Manpower Complement of this TOR, that possess the following qualifications requirements:

- 5.1.13.1. Should be physically fit to work;
- 5.1.13.2. Should have the technical knowledge to perform the required task;
- 5.1.13.3. Should be able to read and write;
- 5.1.13.4. Must be of good moral character; and
- 5.1.13.5. Should not have been held liable/convicted, criminally or administratively, before any court, tribunal, or quasi-judicial agency.

5.2. Rights and Authority of Philippine Ports Authority

- 5.2.1. Grant the CONTRACTOR the sole and exclusive **Contract for the Preventive Maintenance of 9 units Generator Set at PMO Batangas and It's TMOs** within its vicinity subject to the scope of undertaking to be prescribed thereafter.
- 5.2.2. PPA may cause the removal/change of personnel who violated existing laws, PPA rules and regulations and those who are found incompetent.
- 5.2.3. PPA may cancel/rescind or terminate the contract in case of unsatisfactory service provided by the CONTRACTOR.
- 5.2.4. PPA may call the CONTRACTOR to conduct emergency check-up or repair of units without additional cost to PPA.

6. CONTRACT DURATION

The duration of contract shall be for a period of twelve (12) months.

7. PARAMETERS OF PAYMENT

- 7.1. For and in consideration of the full, satisfactory and faithful performance by the Contractor of all its undertaking defined and provided for under this Terms of Reference (TOR) and contract documents the Authority agrees to pay the amount to be made quarterly computed at the unit bid price of work, actually performed, upon submission of the following supporting documents:
 - 7.1.1. Pictures taken before and after actual service; and
 - 7.1.2. Service reports duly signed by PPA representative shall be submitted to End-User and Division Manager concerned.
- 7.2. Any or all payment/s to be made shall subjected to existing accounting and auditing rules and regulations.

8. WARRANTY

- 8.1. In order to assurance the manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as proved under Section 62.1 of the 2016 Revised IRR or RA No. 9184.
- 8.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

9. DUTIES AND RESPONSIBILITIES OF THE PHILIPPINE PORTS AUTHORITY

The PPA, through TMO Managers or Authorized Representative at the respective area, shall closely monitor the implementation of the preventive maintenance activity in accordance with the specifications and conditions of the Contract.

During preventive maintenance, an authorized representative of each TMO's and in Radar Stations shall be available to supervise the procedures and ensures that office properties, such as computers and other equipment are secured.

10. LIQUIDATED DAMAGES

Non-compliance with the Terms and Conditions stated in the Contract will result in the payment of corresponding penalties/liquidated damages of the Contract Price by the winning Service Provider. PPA reserves the right to rescind the contract after the Service Provider fails to comply, without prejudice to other courses of action and remedies open to it.

11. DISPUTE RESOLUTION

1. In the matter of dispute, should any dispute related to the Contract and/or rights of the parties arise, the same shall be submitted to mutual consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be in Batangas City. In case of court suit, the venue shall be the courts of competent jurisdiction in Batangas City, to the exclusion of all other courts; and
2. Any amendment or additional terms and conditions to the Contract must be in writing, signed and acknowledged by the Parties.

Prepared by:


MARGARITA EMELYN B VILLAMOR
End-User / Division Manager A, Administrative Division

Noted by:


JOSELITO O SINOCRUZ PhD
Port Manager

Conforme:

Price Quotation Form

Date: _____

JEFREN P. PANGANIBAN
 Chairperson, PMOB-BAC
 Philippine Ports Authority
 Port Management Office of Batangas
 PPA Administration Building,
 Port Access Road, Calicanto,
 Batangas City 4200

Dear Mr. Panganiban,

We hereby submit our quotation for the procurement of the project, entitled: **Preventive Maintenance of Nine (9) Units Generator Sets at PMO Batangas and Terminal Management Offices (TMOs)** to wit:

Item No.	Quantity	Unit	Item Description/Specification	Quoted Amount
1	1	lot	Preventive Maintenance of Nine (9) Units Generator Sets at PMO Batangas and Terminal Management Offices (TMOs) <i>Per Terms of Reference (TOR) – Annex "A"</i>	

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

Very truly yours,

Name / Position / Signature of Authorized Representative Over Printed Name

Name of Company

Company Address

Contact Number

Email Address

Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES)
 CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, _____, of legal age, _____, _____, and residing at _____,
[Name of Affiant][Civil Status][Nationality]

[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 _____ with
[Name of Bidder] 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 _____, as shown in the attached _____
[Name of the Procuring Entity] [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. _____ is not "blacklisted" or barred from bidding by the
[Name of Bidder] 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 approved 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. _____ is authorizing the Head of the Procuring Entity
[Name of Bidder] 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]

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.

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 _____ at _____
Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her _____, with his/her photograph and signature appearing thereon,
[insert type of government identification card used]
with no. _____ and his/her Community Tax Certificate No. _____ issued on ___ at _____.

Witness my hand and seal this ___ day of _____.

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. _____

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Series of _____