

# Republic of the Philippines Department of Finance INSURANCE COMMISSION 1071 United Nations Avenue Manila





# REQUEST FOR QUOTATION

The Insurance Commission (IC) invites all PhilGEPS Registered suppliers to participate and submit their quotation on the items listed below, subject to the provisions of attached Terms of Reference (TOR):

NAME OF PROJECT	One (1) Year Preventive Maintenance Program for the Eighty (80) Air-Conditioning Units of the Insurance Commission (IC) Main Building, Gym/Annex Building, Executive Lounge, and Container Van Offices				
REFERENCE NO./PR NO.	2023-01-018				
LOCATION	IC Building, 1071 United Nations Avenue, Ermita, Manila				
MODE OF PROCUREMENT:	Negotiated Procurement- Small Value Procurement (Sec. 53.9, Revised Implementing Rules and Regulations of R.A. No. 9184)				
APPROVED BUDGET FOR CONTRACT (ABC)	Five Hundred Sixty Four Thousand One Hundred Eleven Pesos only (Php564,111.00), inclusive of taxes and other applicable charges				
DELIVERY PERIOD	1st Quarter, 2nd Quarter, 3rd Quarter, and 4th Quarter of 2023 27 February 2023, 11:00 AM				
DEADLINE OF SUBMISSION OF SEALED QUOTATION/S					

The duly accomplished and signed REPLY SLIP, including the required documents as enumerated therein, must be submitted in person not later than 11:00 AM, 27 February 2023 to the Administrative Division – General Services Section, and all bidder/supplier intend to submit their bid beyond the set deadline shall not be accepted:

Contact Persons

: Mr. Crisostomo O. Ferrer, IC Administrative Officer III

Mr. Rey M. Gannaban, IC Administrative Aide II

Office Address

: Administrative Division, 2nd Floor IC Main Office

Building, 1071 United Nations Avenue, Manila

Telephone Numbers

: 85238461 to 70 local 120; 85243548

Mobile Numbers

09163998399 / 09175312298

ATTY. ALBERT LAW

IC Division Manger Administrative Division

Manila, 22 February 2023

- q. Attending and complying with requests for immediate checkup (free) through calls during office hours.
- r. Providing preferential service to the Agency in case of emergency involving ACUs.
- The Supplier must maintain a checklist/record of all the preventive maintenance activities accomplished for each ACU, including the results of checks done, parts due for replacement, and the parts replaced. The said checklist/record must be duly signed by company authorized representative.
- 4. The supplier shall submit a Service Report as basis for the accomplishment of preventive maintenance activities, and make recommendations/remarks, as appropriate, on all units.
- The supplier shall provide an orientation on basic troubleshooting of airconditioning units for IC Administrative Division – General Services Personnel.

### II. TERMS OF PAYMENT

- The price quotation, to be denominated in Philippine Peso, should not exceed the ABC of Five Hundred Sixty Four Thousand One Hundred Eleven Pesos (Php564,111.00) inclusive of taxes and all other applicable taxes and charges.
- 2. The quoted prices shall be considered fixed and not subject to price escalation during the contract implementation.
- 3. Price validity shall be for a period of thirty (30) days from the submission of the quotation.
- 4. Payment shall be made within thirty (30) days after the complete delivery of required goods and services, and acceptance thereof by the IC. The IC shall not be held liable for any delay in the payment under reasonable and acceptable circumstances.

### III. GENERAL CONDITIONS

- All entries in the Reply Slip/Quotation must be typewritten in the company's letterhead, duly signed by the supplier/dealer or its duly authorized representative.
- 2. A Certified True Copy of the supplier's/dealer's valid PhilGEPS Registration Number/Certificate, including an original copy of the duly notarized Omnibus Sworn Statement (template attached), shall be attached to the quotation upon submission.
- The duly accomplished and signed Reply Slip, including the required documents enumerated therein, must be submitted in person not later than 11:00 AM, 27 February 2023, to the Administrative Division – General Services Section through the following:

Mr. Crisostomo O. Ferrer, IC Administrative Officer III

Mr. Rey M. Gannaban, IC Administrative Aide II

- 4. For verification/validation purposes, the bidder with the lowest calculated quotation shall be subject to post-qualification and required to present the original copies of the documentary requirements enumerated in the Reply Slip, as necessary:
  - a. Valid PhilGEPS Registration Number/Certificate;
  - Business Registration issued by the Security and Exchange Commission (SEC), Department of Trade of Industry (DTI) or Cooperative Development Authority (CDA), whichever applicable;
  - c. Valid Mayor's/Business Permit issued by the city or municipality where the principal place of business of the prospective supplier is located;
  - d. Certificate of Tax Registration issued by the Bureau of Internal Revenue (BIR);
  - e. Latest Income/Business Tax Returns (ITR); and
  - f. Proof of satisfactorily providing similar services to other government agencies within three (3) years immediately preceding the submission of quotation.
- 5. The IC reserves the right to reject any or all Quotations/Bids, to annul the procurement process, to reject all Quotations/Bids at any time prior to the contract award, without thereby incurring any liability to the affected Bidder(s), and to accept only the offer that is most advantageous to the Government.

### IV. SPECIAL CONDITIONS

# Qualifications of the Supplier/Bidder

- 1. The supplier/bidder must be a holder of valid business licenses issued by relevant government agencies and must be duly registered with the PhilGEPS.
- The supplier/bidder must have at least Certified Air-conditioning Technician/NC2 from TESDA. A copy of the valid certificate must be submitted to the Administrative Division before implementation of the project.
- All prospective suppliers/bidders, prior to submitting their respective quotations, are required to inspect and examine the site and surroundings of the Proposed Project, to arrive at the most reasonable costing for the needed labor, materials, equipment, and services.

The site inspection and examination shall be allowed on 24 February 2023 at 10:00 A.M. until 11:00 AM. Any cost incurred during the site inspection shall be for the account of the prospective supplier/bidder. For this purpose, each prospective supplier/bidder shall submit a Site Inspection Certificate (template attached) issued by the Procuring Entity, which shall constitute part of the documentary requirement.

### TERMS OF REFERENCE

One (1) Year Preventive Maintenance Program for the Eighty (80) Air-Conditioning Units of the Insurance Commission (IC) Main Building, Gym/Annex Building, Executive Lounge, and Container Van Offices

(P.R. No. 2023-01-018)

# I. Scope

1. The supplier/bidder shall bid for a One (1) Year Preventive Maintenance Program for the Eighty (80) Air-conditioning Units (ACUs) enumerated below:

1 unit	10.0TR Floor Mounted (FM)
10 units	7.5TR - FM
25 units	5.0TR – FM
1 unit	5.0TR - CM Ceiling Mounted (CM)
1 unit	4.0TR - FM
15 units	3.0TR - FM
1 unit	3.0TR - CM
6 units	2.5HP - WT Window Type (WT)
11 units	2.0HP – WT
3 units	2.0HP - CM
3 units	1.5HP – WT
2 units	1.5HP - Wall Mounted (WM)
1 unit	Matrixclima – FM

For further details, please refer to the attached list of Eighty (80) air-conditioning units.

- The bidder/supplier must perform maintenance activities, which must be completely performed quarterly for a duration of one (1) year from the issuance of Notice to Proceed, which shall include, but not limited to, the following:
  - a. Checking up/cleaning of evaporator unit, air filter and front grill assembly.
  - b. Checking up amperage and operating voltages.
  - c. Checking up the drain pan.
  - d. Checking up units for abnormal sound and vibrations.
  - e. Checking up the suction and discharge operating pressures.
  - f. Checking up electrical for ground, short and open circuits.
  - g. Checking up and cleaning of the condensing unit using pressure washer.
  - h. Cleaning up of the condensing unit's fan blades.
  - i. Checking up the oil swing vanes.
  - j. Checking up and levelling of the equipment flat form.
  - k. Tightening of all bolts and nuts/log screws.
  - I. Checking up of all electrical controls.
  - m. Cleaning the evaporator and condenser coils using chemical for coil and pressure washer.
  - n. Checking of system parameters such as pressures, amperes, temperature, and voltage.
  - Checking and straightening of indoor and outdoor aluminum fins, if necessary.
  - p. General cleaning and flashing of condense water drain line and leakage.

# Delivery and Schedule of Services and Warranty

- The supplier/bidder shall proceed with the scheduled preventive maintenance as follows:
  - a. First quarter/session 2023
  - b. Second quarter/session 2023
  - c. Third quarter/session 2023
  - d. Fourth quarter/session 2023
- Each session of the preventive maintenance activities shall not exceed a total of ten (10) calendar days, unless otherwise allowed by the procuring entity or its authorized representative for reasonable cause.
- 6. The supplier/bidder must provide a workmanship warranty of at least forty-five (45) days after service inspection and acceptance.

# Limitation of Liability

7. Subject to the Insurance Commission's obligation to pay the price due to the Supplier, either party's liability in contract, tort or otherwise (including negligence) arising directly out of or in connection with this TOR or the performance or observance of its obligations under this TOR and every applicable part of it shall be limited in aggregate to the Price.

### Termination

- The agreement between the Insurance Commission and the Supplier shall be effective upon its approval by the former and acceptance by the latter, and shall continue, unless terminated sooner or until the completion date.
- Either Party may terminate the agreement upon written notice if the other is in breach of any material obligation contained in this TOR, which is not remedied (if it is capable of being remedied) within fifteen (15) days of written notice from the other Party so to do.
- 10. Any termination of the agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party, nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

### Miscellaneous

- 11. The failure of either party to enforce its rights based on the agreement under this TOR at any time for any period shall not be construed as a waiver of such rights.
- If any part, term, or provision of this TOR is held illegal or unenforceable neither the validity nor enforceability of the remainder of the provisions shall be affected.

- 13. Neither Party shall be liable for failure to perform or delay in performing any obligation under this TOR if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of God, war, civil commotion, or industrial dispute. If such delay or failure continues for at least five (5) days, the Party not affected by such delay or failure shall be entitled to terminate this Agreement by written notice to the other.
- 14. It is understood that all the relevant provisions of the Republic Act No. 9184 otherwise known as the Government Procurement Reform Act and its 2016 Revised Implementing Rules and Regulations shall apply, govern, and complement the agreement arrived at under this TOR.

ATTY. ALBERT LAWRENCE A. VINZON

IC Division Manager Administrative Division



# REPUBLIC OF THE PHILIPPINES

INSURANCE COMMISSION 1071 United Nations Avenue, Ermita Manila

		80 AIRCON UNITS	SCHEDULE FOR	PREVENTIVE MAINTENANCE	Turn and said	CC
All	RCON TYPE/DESCRIPTION	PROPERTY NUMBER	DATE PURCHASED	LOCATION/DIVISION	Date of PM	Remarks
1 0	Carrier 7.5TR FM	AIRCONCAR7.5TR-14-01	14/12/2013	Regulation Division		
2 0	Carrier 7.5TR FM	AIRCONCAR7.5TR-14-02	14/12/2013	3 Board Room		
3	Carrier 7.5TR FM	AIRCONCAR7.5TR-14-03	14/12/2013	IT Training Room		
4 0	Carrier 7.5TR FM	AIRCONCAR7.5TR-14-04	14/12/2013	Licensing Division		
5 C	Carrier 7.5TR FM	AIRCONCAR7.5TR-14-05	14/12/2013	Regulation/CRL Division (HMO Area)		
6	Carrier 7.5TR FM	AIRCONCAR7.5TR-14-06	14/12/2013	Function Room		
7	Koppel 5.0TR CM-Inverter	Serial No.DL5805550	28/12/2018	Function Room		
8 0	Carrier 7.5TR FM	AIRCONCAR7.5TR-14-07	14/12/2013	Accounting Division		
9 0	Carrier 5.0 TR FM	AIRCONCAR5TR-14-01	14/12/2013	Office of Depcom TSG Reception Area		
10 C	Carrier 5.0 TR FM	AIRCONCAR5TR-14-02	14/12/2013	Office of Depcom for MSSG		
11 0	Carrier 5.0 TR FM	AIRCONCAR5TR-14-03	14/12/2013	Office of Depcom for FEG		
12 K	Coppel 5.0TR FM-Inverter	Serial No. EL599726	28/12/2018	Office of DepCom for LSG		
13	Carrier 5.0 TR FM	AIRCONCAR5TR-14-04	14/12/2013	PAID		
14 C	Carrier 5.0 TR FM	AIRCONCAR5TR-14-05	14/12/2013	CAD		
-	Carrier 5.0TR FM	AIRCONCAR5TR-14-06	14/12/2013	Investment Services Division		
-	Carrier 5.0TR FM	AIRCONCAR5TR-14-08	14/12/2013	Investment Services Division/AMLCG		
	Coppel 5.0TR FM-Inverter	Serial No. 201020-00775	01/06/2021	OCOM Staff Office 031722		
8 0	Carrier 5.0TR FM	AIRCONCAR5TR-09-93	02/01/2008	Records extension office (Formerly HRD Office)		
	Carrier 5.0TR FM	AIRCONCAR5TR-14-10	14/12/2013	Actuarial Division	1	
20 K	Coppel 3.0TR FM-Inveter	Serial No. DM582228	01/06/2021	Commissioner's Office		
-	Carrier 3.0TR FM	AIRCONCAR3TR-14-03	14/12/2013	Office of Depcom for TSG		
22 0	Carrier 3.0 TR FM	AIRCONCAR3TR-14-04	14/12/2013	IT Conference Room		
23 0	Carrier 3.0TR FM	AIRCONCAR3TR-14-05	14/12/2013	IT Room		
24 0	Carrier 1.5HP WT	AIRCONCAR1.5HP-WT01	14/12/2013	Ante Room (Office of the Commissioner)		
25	Carrier 2.0HP WT Inverter	Serial No. 4219-0285882	27/12/2019	(PAMD Hearing A) New Aircon Unit Dec. 2019	1	
26	Carrier 2.0HP WT Inverter	Serial No. 4619-0305897	27/12/2019	(CAD Hearing B) New Aircon Unit Dec. 2019		
27 C	Carrier 2.0HP WT Inverter	Serial No. 4619-0305884	27/12/2019	Atty. Alwyn Franz P. Villaruel Office (CAD)		
28 K	Coppel 5.0TR FM-Inveter	Serial No. 201020-00723	01/06/2021	Budget Division		
29 K	Coppel 10TR FM	AIRCONKOP10TR-11-01	13/09/2011	Depcom MSSG Reception Area		
30 K	Coppel 5.0TR FM	AIRCONKOP5TR-10-01	22/01/2010	Actuarial Division	/	
31 K	Coppel 5.0TR FM	AIRCONKOP5TR-09-02	22/01/2010	Statistics Division		
32 K	Coppel 7.5TR FM	AIRCONKOP7.5TR-10-04	22/01/2010	Life Division	1	
33 K	Coppel 5.0TR FM Inverter	Serial No. EL600357	28/12/2018	Life Division		
34 K	Coppel 3.0TR FM	AIRCONKOP3TR-10-05	22/02/2010	Chapel		
-	Coppel 5.0TR FM-Inverter	Serial No. 201020-00727	01/06/2021	Executive Lounge		
-	Carrier 5.0TR FM	AIRCONCAR5TR-08-88	02/01/2008	Administrative Division		
_	Carrier 5.0TR FM	AIRCONCAR5TR-08-87	02/01/2008	Planning Division		
		AIRCNKOPFM3.0TRB-16-01	10-Nov-16	Annex Building	-	
_	Matrixclima Precision FM	AIRCONMAT-06-01	31/12/2006	Data Center		
_		AIRCNKOPFM3.0TRB-16-02	10-Nov-16	Annex Building MSSG Mini Conference Room		
-	nverter Type 1.5HP	AIRCNCARWM1.5HP-16-01	31/03/2016	Property & Supply Room		
	nverter Type 2.0HP	AIRCNCARWM2.0HP-16-01	31/03/2016 31/03/2016	Admin. Records (c/o Ms. Chantel Mae V. Simon)	1	
	nverter Type 2.0HP	AIRCNCARWT2.0HP-16-01		Container Van (c/o Mr. Jose A. Arrojo)		
	nverter Type 2.0HP	AIRCNCARWT2.0HP-16-02	31/03/2016	Container Van (c/o Mr. Jose A. Arrojo)  Container Van (c/o Mr. Jose A. Arrojo)		
	nverter Type 2.0HP	AIRCNCARWT2.0HP-16-03	31/03/2016	Container Van (c/o Mr. Jose A. Arrojo)  Container Van (c/o Mr. Jose A. Arrojo)		
-	nverter Type 2.0HP	AIRCNCARWT2.0HP-16-04	31/03/2016			
	nverter Type 2.0HP	AIRCNCARWT2.0HP-16-05	31/03/2016	Container Van (c/o Mr. Jose A. Arrojo)  Admin. Records (c/o Ms. Chantel Mae V. Simon)		
_	nverter Type 4.0TR	AIRCNCARFM4.0TR-16-01	31/03/2016			
_	Von Inverter Type 5.0TR	AIRCNCARFM5.0TR-16-01	31/03/2016	Pre-Need (C% Mr. Dionisio A. Dimpas)		
_	Ion Inverter Type 5.0TR	AIRCNCARFM5.0TR-16-02	31/03/2016	Microinsurance (c/o Ms. Shayne Rose R. Bulos)		
2000	Ion Inverter Type 7,5TR	AIRCNCARFM7.5TR-16-01	31/03/2016	Records extension office (Formerly Library 033022)		
	Non Inverter Type 2.0HP	Model no. SW-18DF	BW253224	Records extension office (Formerly HRD Office)	-	
53 N	Non Inverter Type 2.0HP	Model no. SW-18DF	BW253226	records extension office (Formerly FIRD Office)		



# REPUBLIC OF THE PHILIPPINES

INSURANCE COMMISSION 1071 United Nations Avenue, Ermita Manila

	AIRCON TYPE/DESCRIPTION	PROPERTY NUMBER	DATE PURCHASED	LOCATION/DIVISION	Date of PM	Remarks
54	Koppel FM (NonInv type) 3.0TR	AIRCNKOPFM3.0TR-16-05	10-Nov-16	2nd Floor Lobby		
	Koppel FM (NonInvType) 5.0TR	AIRCNKOPFM5.0TR-16-02	10-Nov-16	AMLC		
	Koppel FM (NonInvType) 5.0TR	AIRCNKOPFM5.0TR-16-01	10-Nov-16	Brokers		
	Koppel WT (NonInvType) 2.0HP	AIRCNKOPWT2.0-16-01	10-Nov-16	CAD Docket Room		
58	Koppel FM (NonInvType) 3.0TR	AIRCNKOPFM3.0TR-16-01	10-Nov-16	Commission on Audit (COA) Resident		
	Koppel WT (NonInvType) 2.0HP	AIRCNKOPWT2.0-16-02	10-Nov-16	Compliance and Monitoring		
	Koppel FM (NonInvType) 7.5TR	AIRCNKOPFM7.5TR-16-01	10-Nov-16	Administrative Division		
	Koppel FM (NonInvType) 3.0TR	AIRCNKOPFM3.0TRC-16-01	10-Nov-16	IT Training Room	11 1	
	Koppel FM (NonInvType) 3.0TR	AIRCNKOPFM3.0TR-16-02	10-Nov-16	HRD Office (Formerly Library)		
63	Koppel FM (NonInvType) 3.0TR	AIRCNKOPFM3.0TRA-16-01	10-Nov-16	Cashier 08/22/19		
	Koppel WM (NonInvType) 1.5HP	AIRCNKOPWM1.5-16-01	10-Nov-16	Ombudsman		
	Koppel FM (NonInvType) 3.0TR	AIRCNKOPFM3.0TR-16-03	10-Nov-16	Rating		
	Koppel FM (NonInvType) 3.0TR	AIRCNKOPFM3.0TR-16-04	10-Nov-16	Rating	1	
67	Koppel FM (NonInvType) 5.0TR	AIRCNKOPFM5.0TR-16-03	10-Nov-16	Reinsurance		
68	Koppel FM (InverterType) 3.0TR	AIRCONKOP3TRFM-22-01	20-Jan-22	Rating		
69	Koppel FM (InverterType) 3.0TR	AIRCONKOP3TRCLNG-22-01	20-Jan-22	I.T Server Room		
70	Koppel FM (InverterType) 5.0TR	AIRCONKOP5TRFM-22-01	20-Jan-22	Ground Floor Lobby		
71	Koppel FM (InverterType) 5.0TR	AIRCONKOP5TRFM-22-02	20-Jan-22	Ground Floor Lobby	1	
72	Koppel WM (InverterType) 2.5HP	Serial No. LJ585652	2018`	Female CR Second Floor		
73	Koppel WM (InverterType) 2.5HP	Serial No. LJ585668	2018`	Male CR Second Floor		
	Koppel WM (InverterType) 2.5HP	Serial No. LJ588549	2018	Female CR Ground Floor		
-	Koppel WM (InverterType) 2.5HP	Model No. KV240D-ARF21C	2018`	Male CR Ground Floor		
_	Koppel WM (InverterType) 2.5HP	Serial No. LJ588460	2018'	Canteen		
-	Koppel WM (InverterType) 2.5HP	Serail No. LJ585734	2018'	Canteen		
2.0	Koppel WT (NonInvType) 1.5HP	Serial No. JK721961	2018'	Annex Building C% GIZ		
	Koppel WT (NonInvType) 1.5HP	Serial No. JK721324	2018'	Annex Building C% IC Coop		
	Carrier WT (NonInvType) 2.0HP	AIRCONCARWT-02-72	14/12/2001	Small room leading to rest room of Broke	ers Div.	

# **REPLY SLIP**

Name of Supplier	:
Address	:
Business Permit No.	:
Tax Identification No.	
PhilGEPS Registration No.	:

After having carefully read and accepted the conditions in the Terms of Reference (TOR) for the *One (1) Year Preventive Maintenance Program for Eighty (80) Airconditioning Units of the Insurance Commission (IC) Main Building, Gym/Annex Building, Executive Lounge, and Container Van Offices (P.R. No. 2022-01-018), I/We quote you on the items at prices noted below:* 

Quantity	Unit	Item and Description	Unit Price	Total Price
				(VAT Inclusive)
1	unit	10.0TR Floor Mounted		
10	unit	7.5TR Floor Mounted		
25	unit	5.0TR Floor Mounted		
1	unit	5.0TR Ceiling Mounted		
1	unit	4.0TR Floor Mounted		
15	unit	3.0TR Floor Mounted		
1	unit	3.0TR Ceiling Mounted		
6	unit	2.5HP Window Type		
11	unit	2.0HP Window Type		
3	unit	2.0HP Wall Mounted		
3	unit	1.5HP Window Type		
2	unit	1.5HP Wall Mounted		
1	unit	Matrixclima Precision		
		Floor Mounted		
Total ar	nount o	f Bid		

Note: Total cost should not exceed the ABC in the amount of Five Hundred Sixty Four Thousand One Hundred Eleven Pesos (Php564,111.00) inclusive of 12% VAT and all other applicable taxes and charges.

In compliance with the TOR, original copies of the following are enclosed together with the Reply Slip:

- Notarized Omnibus Sworn Statement (using prescribed template/format);
   and
- 2. Certificate of Site Inspection (using prescribed template/format).

## Certified true copies of the following documents are likewise enclosed:

1. Valid PhilGEPS Registration Number/Certificate;

- 2. Business Registration issued by the Security and Exchange Commission (SEC), Department of Trade of Industry (DTI) or Cooperative Development Authority (CDA), whichever applicable;
- 3. Valid Mayor's/Business Permit issued by the city or municipality where the principal place of business of the prospective supplier is located;
- 4. Certificate of Tax Registration issued by the Bureau of Internal Revenue (BIR);
- 5. Latest Income/Business Tax Returns (ITR). and
- 6. Proof of satisfactorily providing similar services to other government agencies within three (3) years immediately preceding the submission of quotation.

Signature Over Printed Name of Supplier/ Authorized Representative
Position:
Date:



# Republic of the Philippines Department of Finance INSURANCE COMMISSION 1071 United Nations Avenue Manila



# **CERTIFICATE OF SITE INSPECTION**

This is to certify that the \_\_\_\_\_has conducted an ocular or site

NAME OF PROJECT	One (1) Year Preventive Maintenance Program for Eighty (80) Air-conditioning Units of the Insurance Commission (IC) Main Building, Gym/Annex Building, Executive Lounge, and Container Van Offices
PURCHASE REQUEST/ REF. NO.	2023-01-018
LOCATION	IC Main Office Building, 1071 United Nations Avenue, Ermita, Manila
MODE OF PROCUREMENT	Negotiated Procurement – Small Value Procurement (Sec. 53.9, Revised Implementing Rules and Regulations of R. A. No. 9184)
APPROVED BUDGET	Five Hundred Sixty Four Thousand One
FOR THE CONTRACT	Hundred Eleven Pesos (Php564,111.00), inclusive of taxes and other applicable charges
IMPLEMETING OFFICE	IC Administrative Division

Issued this \_\_\_\_ February 2023.

ATTY. ALBERT LAWRENCE A. VINZON IC Division Manger Administrative Division

# **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;
  - 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.

	WHEREOF, I _, Philippines.	have	hereunto	set m	y hand	this _	_ day	of	,	20	_ at

[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]