



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

28 May 2025

Sir/Madam:

Please provide us with your best quotation for the items as specified in the Terms of Reference (TOR) for PR No. **HO-IST25-011** Ref. No. SVP250617 - AMO0208 and submit the same in a sealed envelope to be dropped in the designated drop box at the Bids and Contracts Services Division (BCSD), Ground Floor, Diliman, Quezon City **on or before 9:30 AM of 17 June 2025.**

The Pre-Negotiation/Pre-Bid Conference will be held on 10 June 2025 at 9:30 A.M. at Kanao Room, NPC Head Office Diliman, Quezon City

The following documents must be submitted together with the quotation:

1. PhilGEPS Registration, whichever is applicable:

For Platinum Members:

Valid and Updated Certificate of PhilGEPS Registration (This should include the attached "Annex A" – List of Eligibility Documents). In case the Mayor's / Business Permit in the said Annex "A" is expired, a valid/updated Mayor's Permit must also be submitted.

For Red Members:

- a. Valid Mayor's Permit
- b. PhilGEPS Registration Number;

2. Other documents: Please refer to the attached TOR

Additional Documentary Requirements:

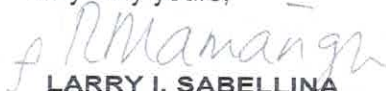
- a. Omnibus Sworn Statement (use attached Form)
- b. Latest Income Tax Return / Business Tax Return
- c. Professional License/Curriculum Vitae

The Price Validity is **120 calendar days.**

In case of a failed bidding, a re-bidding maybe conducted without prior notice to any previous bidder(s).

For further inquiries, please contact the BAC Secretariat, **Mr. Arvin R. Macabasco** at telephone no. 8924-5300 loc 5726 / Fax No.8922-1622 / email address: bcsd@napocor.gov.ph or carmacabasco@napocor.gov.ph.

Very truly yours,


LARRY I. SABELLINA

Vice President, Mindanao Generation &
Chairman, Bids and Awards Committee



NATIONAL POWER CORPORATION

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Republic of the Philippines
NATIONAL POWER CORPORATION

**TERMS OF REFERENCE
ALTERNATIVE MODE OF PROCUREMENT
NP-SMALL VALUE PROCUREMENT (Section 53.9)**

1. **Scope of Works:** PR NO. HO-IST25-011 / REF NO. SVP 250617- AM00208

FOR THE SUPPLY AND DELIVERY OF CONSULTANCY SERVICE:

Item No.	DESCRIPTION	QTY.	U/M	Unit Cost (PhP)	ABC
1.	Consultancy service for the development, formulation and approval of the NPC Information Systems Strategic Plan 2022-2027	1	lot	990,000.00	990,000.00
	Total Approved Budget for the Contract				990,000.00

Notes:

- Please see attached Technical Specification.
- Mode of Award: Lot Award. However, Bid Price offer should not exceed ABC per item.
- Bidders are required and reminded to strictly state/include in their own Bid Proposal the requirements in the Terms and Conditions stated under the NPC Terms of Reference (TOR) to wit:
 - Payment Terms
 - Delivery Period
 - Price Validity
 - Delivery Point
 - Warranty

APPROVED BUDGET FOR THE CONTRACT: PHP 990,000.00

2. Delivery Period

Please refer to the detailed Terms of Reference (TOR), Clause 9, Contract Duration.

3. Delivery Point

Please refer to the detailed TOR, Clause 8, Obligations and Logistical Provision .

4. Bid Submission

The Bidder shall submit their bids through their authorized representative or in the manner of submission as prescribed in the RFQ.

5. Late Bids

Any Bid submitted after the deadline for submission and receipt of Bids shall not be accepted by NPC.

TERMS OF REFERENCE

SMALL VALUE PROCUREMENT 53.9/ PR NO: HO-JST25-011 – CONSULTANCY SERVICE FOR THE DEVELOPMENT, FORMULATION AND APPROVAL OF THE NPC INFORMATION SYSTEMS STRATEGIC PLAN 2022-2027

6. Bid Prices

The bid price as indicated in the Quotation Form shall be fixed during the Bidder's performance of the Contract and not subject to variation or price escalation on any account. A Bid submitted with an adjustable price quotation shall be treated as non-responsive.

7. Bid Price Validity

Price Validity shall not be less than One Hundred Twenty (120) calendar days from date of bid submission.

8. Eligibility Criteria

- a. Bids shall be checked using the PASS / FAIL Criteria for Legal, Technical and Financial components.
- b. From the bids that were rated PASSED, the same shall be ranked to identify the Highest Rated Bid (HRB).

9. Detailed Evaluation and Comparison of Bids

Please refer to detailed TOR, Clause 7, Bid Evaluation Criteria.

10. Post-qualification

Submitted documents of the HRB shall be subjected to post qualification evaluation. The bid that PASSED the Post-Qualification shall be declared as the Highest Rated and Responsive Bid (HRRB).

11. Total Contract Price

The Total Contract Price shall be inclusive of all taxes and other related expenses / charges.

12. Notice to Service Provider

- a. The service provider shall pick-up the Purchase Order (PO)/ Notice to Proceed (NTP) from NPC within two (2) calendar days from receipt of the Notice of Award.
- b. Failure to secure the PO/NTP by the supplier within the said period will mean cancellation of the same and imposition of penalties as prescribed by law.

13. Contract Effectivity

- a. The Contract shall take effect immediately upon receipt of the NTP by the supplier sent through fax as evidenced by the fax transmission receipt and as confirmed by the supplier's representative.

14. Terms of Payment

Please refer to the detailed TOR, Clause 10, Mode of Payment.

TERMS OF REFERENCE

SMALL VALUE PROCUREMENT 53.9/ PR NO: HO-IST25-011 – CONSULTANCY SERVICE FOR THE DEVELOPMENT, FORMULATION AND APPROVAL OF THE NPC INFORMATION SYSTEMS STRATEGIC PLAN 2022-2027

15. Warranty

Warranty is dependent upon the nature/type of the item which is included in the offer (i.e. Manufacturer's Warranty), if applicable.

16. Liquidated Damages

Where the supplier refuses or fails to satisfactorily complete the work within the specified contract time, plus any time of extension duly granted and is hereby in default under the contract, the supplier shall pay NPC for liquidated damages, and not by way of penalty, an amount equal to at least one tenth (1/10) of one percent (1%) of the cost of the undelivered/unperformed portion of the items/works for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the procuring entity may rescind or terminate the contract, without prejudice to other courses of action and remedies open to it (Section 68 of the Revised IRR of RA 9184).

17. Liability of the Supplier

If after receipt of the Purchase Order, the supplier fails to deliver the goods, appropriate sanctions will be imposed as prescribed under Republic Act (RA) 9184 and its Revised Implementing Rules and Regulations (IRR), if applicable.

18. Disclosure of Relations

The bidder shall comply with the provisions of Section 47 of RA 9184 and its revised IRR re: disclosure of relations.

19. Administrative Sanctions

Bidder shall likewise be imposed the rules as stated in section 69 (Imposition of administrative penalties) should there be infractions committed.

20. Reservation Clause

NPC reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder/s.

TERMS OF REFERENCE

SMALL VALUE PROCUREMENT 53.9/ PR NO: HO-IST25-011 – CONSULTANCY SERVICE FOR THE DEVELOPMENT, FORMULATION AND APPROVAL OF THE NPC INFORMATION SYSTEMS STRATEGIC PLAN 2022-2027

**SUPPLIER'S BID QUOTATION
(SMALL VALUE PROCUREMENT – 53.9)**

To: The BAC Chairman:

I have read and examined the Terms of Reference for Purchase Requisition (PR) No/s. **HO-IST25-011**. I agree with the conditions of the TOR and offer the following supplies with specific description:

ITEM NO.	DESCRIPTION OF ITEM / S TO BE SUPPLIED (INCLUDE BRAND NAME)	QTY	UNIT PRICE (PhP)	TOTAL PRICE (PhP)
TOTAL BID PRICE				

Name and Signature of Authorized Representative
Date _____

Company Name _____

Contact Details _____

e-mail address _____

Note: The bidder may use this form or its own company letter head following this format duly signed by the authorized representative when making the offer.



NATIONAL POWER CORPORATION

TERMS OF REFERENCE

CONSULTANCY SERVICE FOR THE DEVELOPMENT, FORMULATION AND APPROVAL OF THE NPC INFORMATION SYSTEMS STRATEGIC PLAN 2022-2027

1. SERVICES

The Consultancy Service Provider shall fully and faithfully furnish all the services to complete the development, formulation and DICT approval and endorsement of the NPC Information Systems Strategic Plan (ISSP) 2022-2027.

2. BACKGROUND

The National Power Corporation (NPC) is a government-owned and controlled corporation created on November 3, 1936 by virtue of Commonwealth Act No. 120. With the implementation of the Electric Power Reform Act of 2001 (EPIRA) in 2003, NPC ceded, through sale by the Power Sector Assets and Liabilities Management Corporation (PSALM), majority of its power facilities to the private sector. NPC's new mandates under the EPIRA are the following:

- 2.1. Perform Missionary Electrification in areas that are not connected to the main grids through the Small Power Utilities. Group (SPUG).
- 2.2. Manage 11 watersheds supporting hydro and geothermal based power plants covering 485,199 hectares in Luzon and Mindanao.
- 2.3. Manages twelve dams all over the country and conducts semi-annual inspection to the five major dams in Luzon and 7 dams in Mindanao to ensure their integrity and the safety of the people that live downstream of the dams.
- 2.4. Manage undisposed power generating assets, such as the Agus and Pulangi Complexes in Mindanao with a combined capacity of 1001.96 MW.

The NPC, in line with the mandate of the Department of Information and Communications Technology, Department of Budget and Management and the Governance Commission for GOCCs, endeavors for the development, formulation and approval of the Information Systems Strategic Plan for 2022-2027.

3. OBJECTIVES

The engagement of a fully qualified and highly technical consultancy service aims to accomplish the following objectives:

- 3.1. Conduct resource inventory, assess current technology landscape, and ICT readiness, and guide NPC counterparts in the formulation of ICT related requirements

- 3.2. Analyze administrative practices and policies, and align corporate requirements with existing strategic plans
- 3.3. Develop and formulate the Information Systems Strategic Plan based on DICT template
- 3.4. Address any comments and revisions resulting from DICT review and evaluation and assist NPC for the approval of the ISSP.

4. SCOPE OF WORK

The scope of the Service Provider's services shall include, but may not be limited to, the following major activities:

- 4.1. Project Kick-off
- 4.2. ISSP Assessment
 - 4.2.1. Conduct resource inventory and analyze development patterns
 - 4.2.2. Evaluate NPC's ICT readiness
 - 4.2.3. Assess current technology landscape
 - 4.2.4. Recommend infrastructure support
- 4.3. ISSP Definition
 - 4.3.1. Analyze project-related organizations, administrative practices, and regulatory policies
 - 4.3.2. Align ISSP with NPC's existing strategic plans
- 4.4. ISSP Development
 - 4.4.1. Develop and formulate the Information Systems Strategic Plan (ISSP) based on DICT template
 - 4.4.2. Submit ISSP to DICT for review, evaluation and approval
- 4.5. DICT Approval
 - 4.5.1. Address any comments and revisions resulting from DICT review and evaluation
 - 4.5.2. Assist NPC for the approval and endorsement of DICT

5. EXPECTED OUTPUT/DELIVERABLES

- 5.1. Project Kick-off Documents (to be submitted within 2 weeks from the issuance of NTP)
 - 5.1.1. Project Team Structure
 - 5.1.2. Communication Plan
 - 5.1.3. Implementation Plan
 - 5.1.4. Project Timeline and Milestones
- 5.2. ISSP Assessment Report (to be submitted within 2 months of the Contract Period)
 - 5.2.1. Submission of Technology Assessment Report
- 5.3. ISSP Definition and Development Report, and Submission (to be done within 3.5 months of the Contract Period)
 - 5.3.1. Submit IT Strategy and Roadmap Report
 - 5.3.2. Develop and formulate the Information Systems Strategic Plan (ISSP) based on DICT template
 - 5.3.3. Submit ISSP to DICT for review, evaluation and approval
- 5.4. DICT Approval (to be done within 4.5 months of the Contract Period)
 - 5.4.1. Address any comments and revisions resulting from DICT review and evaluation
 - 5.4.2. Assist NPC for the approval and endorsement of DICT

6. QUALIFICATIONS

The Service Provider must present adequate proof of the following documents and qualifications based on R.A. No. 9184 and its IRR, and the supporting circulars and issuances of the Government Procurement Policy Board (GPPB):

- 6.1. Must be regulated with Company Registration and Licenses with at least three (3) national regulators (separate from the registering body) such as but not limited to:
 - 6.1.1. National Privacy Commission
 - 6.1.2. Bangko Sentral ng Pilipinas
 - 6.1.3. Anti-Money Laundering Commission
- 6.2. Must be certified in Information Security and Quality Management such as but not limited to the following:
 - 6.2.1. ISO 9001
 - 6.2.2. ISO 27001
 - 6.2.3. PCI-DSS
 - 6.2.4. SOC 2 Type 2
- 6.3. Must have at least five (5) years experience in Systems and Platform Development
- 6.4. Must be involved in at least two (2) government agency pilots for new technology
- 6.5. Must have technical expertise in the organization demonstrated through at least two (2) Cloud Service Providers' certifications
- 6.6. Must submit a Company Profile
- 6.7. Must submit Curriculum Vitae (TPF-6) of the key personnel for key and critical roles such as but not limited to the following:
 - 6.7.1. **Solution Architect** with at least five (5) years of experience in Enterprise Architecture and platform rollouts
 - 6.7.2. **Technical Lead** with related degree and with at least five (5) years of related experience in application development, data management, cybersecurity and information security, and working experience in software development and security technologies
 - 6.7.3. **Business Process Engineer** with related degree and with at least three (3) years of experience in business process documentation
- 6.8. In addition, the Service Provider, must submit the proposed Plan of Approach and Methodology.

7. BID EVALUATION CRITERIA

- 7.1. The non-discretionary "Pass/Fail" criterion will be used against the Checklist of Documents to ascertain completeness of documents submitted during the bid submission, which shall include the following, in addition to those listed for submission in the Request for Quotation:

Technical Documents

Curriculum Vitae (CV) of Key Personnel as listed in Clause 6.7
Omnibus Sworn Statement

Financial Document

Latest Income Tax Return/Business Tax Return.

- 7.2. The BAC shall determine and recommend the award of contract to the Consultancy Service Provider with the Highest Rated and Responsive Bid/Quotation (HRRB/Q)

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pursuant to Section 37.1.1 of the Revised Implementing Rules and Regulations (IRR) of RA 9184 based on the following criteria:

Criteria	Weight
1. Applicable regulatory registration and certification	15%
2. Experience in consultancy service	35%
3. Qualification of the personnel vis-à-vis extent and complexity of the undertaking	35%
4. Plan of approach and methodology	15%
Total	100%
Hurdle Rate	75%

Further, the BAC shall evaluate bids using Quality-Based Evaluation (QBE) Procedure. In order to be technically compliant, the Service Provider should have a rating of at least 75%.

8. OBLIGATIONS AND LOGISTICAL PROVISION

8.1. The consultancy service provider shall:

- 8.1.1. Provide competent highly technical consultants who shall be physically available onsite during the performance of activities as stipulated in Section 4 Scope of Work
- 8.1.2. Provide computers and related personal gadgets needed by the consultants
- 8.1.3. Provide the required output/deliverables but not limited to those specified in Section 5 Expected Output/Deliverables
- 8.1.4. Be responsible for the completion of all required outputs and deliverables within the prescribed contract duration.

8.2. The NPC Team shall:

- 8.2.1. Provide resource persons who shall provide pertinent administrative and technical information required
- 8.2.2. Provide documents and other related records necessary in the assessment and development of the ISSP
- 8.2.3. Office space, internet and printing services, and office supplies
- 8.2.4. Host and provide venue for face-to-face or virtual meetings and presentations

9. CONTRACT DURATION

The consultancy service provider shall comply with all the obligations and complete all deliverables within the period of five (5) months, which shall commence immediately upon the issuance of Notice to Proceed.

10. MODE OF PAYMENT

Payments shall be made upon receipt of billing notice and presentation of end user's acceptance certificate in accordance with the required expected outputs/project milestones in the following breakdown:

Activities	Output/Deliverables	Allocation
Project Kick-off	Project Team Structure Communication Plan Implementation Plan Project Timeline	15%
ISSP Assessment	Technology Assessment Report	25%
ISSP Definition	IT Strategy and Roadmap Report	25%
ISSP Development	ISSP including submission to DICT	25%
DICT Approval	Approved ISSP	10%
		100%

11. DATA PRIVACY OBLIGATIONS

- 11.1. The Service Provider must comply with R.A. No. 10173, otherwise known as the Data Privacy Act of 2012, its implementing rules and regulations, and all other relevant data protection laws, rules, and regulations, in dealing with data and information relevant to the project and its activities, both with the NPC and the parties involved in the project. In relation to this, the Service Provider shall:
- 11.1.1. Ensure that anyone acting on its behalf relative to the processing of such Personal Data, including but not limited to its employees, agents, or representatives, is bound in their respective contracts by an obligation of confidentiality and data privacy protection that is fully compliant with applicable privacy laws and is subject to similar obligations as those imposed to the Service Provider under this section and the provisions of Data Privacy, if any, in the agreement to be executed pursuant to this TOR or such greater protections for the security and privacy of Personal Data;
 - 11.1.2. Take such steps as may be necessary to ensure that such Personal Data is not disclosed by its past or present officers, employees, representatives, and/or agents;
 - 11.1.3. Implement and maintain organizational, physical, and technical measures and safeguards necessary to protect the security and privacy of Personal Data from any accidental, unauthorized, or unlawful access, use, loss, destruction, alteration, disclosure, or processing by any person; to enforce the rights of data subjects; and to otherwise comply with applicable data privacy and confidentiality laws and regulations;
 - 11.1.4. Assist the NPC and its concerned stakeholders in ensuring compliance with the DPA and other relevant data protection laws, rules, and regulations;
 - 11.1.5. Cooperate with, and assist the NPC and the concerned stakeholders with respect to any threat to, or compromise of, the confidentiality, integrity, or availability of the Personal Data, and communication requests, objections, or any other communications received from Data Subjects or regulatory authorities; and
- 11.2. Data Retention - The Service Provider shall retain such Personal Data only for the duration of this Agreement or for so long as may be permitted by applicable privacy laws.

On the expiration or termination of the agreement to be executed pursuant to this TOR, or at any time upon the NPC's request, the Service Provider shall promptly return the Personal Data or destroy all copies it made of Personal Data and, if requested by the NPC, deliver to it a certificate confirming the Service Provider's compliance with the return or destruction obligation hereunder. Data disposal procedures shall be performed in accordance with the National Archives of the Philippines Circular No. 2, s. 2009

11.3. Notification of Security Incident / Breach

The Service Provider shall notify the NPC within twenty-four (24) hours through email and an official letter, from the Service Provider's knowledge or when it has reason to believe that Personal Data has been, or is reasonably likely to have been accessed, used, disclosed, or transferred for an unauthorized purpose or by or to unauthorized individuals.

The Service Provider shall likewise provide reasonable prior notice to the NPC of any third-party request or legal process relating to any incident, including but not limited to, any legal request or inquiry initiated by any governmental entity (foreign or domestic)

12. CONFIDENTIALITY OBLIGATIONS

12.1. In the event of the Service Provider's failure to comply with any of its obligations under this TOR or provisions on Data Privacy 5.4.1 in the agreement to be executed pursuant to this TOR, the Service Provider shall fully indemnify the NPC for such liabilities or damages as it may incur or suffer by reason thereof.

12.2. The Service Provider, as a recipient of Confidential Information, shall have the obligation to receive and hold the Confidential Information in confidence and to protect and safeguard such Confidential Information against unauthorized use or disclosure using at least the same degree of care as it accords to its own confidential information of like importance, but in no case less than reasonable care. Without limiting the generality of the foregoing, the Service Provider shall have further obligations:

12.2.1. Not to, directly or indirectly, in any way, disclose, make accessible, reveal, report, publish, disseminate or transfer any Confidential Information to any third party;

12.2.2. Not to use the Confidential Information in any manner contrary to the purposes for which they were disclosed by the other Party;

12.2.3. To restrict access to Confidential Information to those persons with a legitimate need-to-know to carry out the services and who are obligated to protect such Confidential Information pursuant to terms and conditions; and

12.2.4. Not to reproduce or copy Confidential Information except to the extent necessary to deliver the services

12.3. The existence of any business negotiations, discussions, or agreements in progress between the Service Provider and the NPC shall be kept confidential and shall not be disclosed without the prior written approval of the NPC.

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- 12.4. The Service Provider shall be liable for any failure of its employees, officers, directors, and/or subsidiaries/affiliates' representatives to abide by the provisions of this TOR as if such failure was the act or omission of such Party.
 - 12.5. Confidential Information disclosed by Service Provider shall remain the property of the NPC, and no license or other rights to such Confidential Information is granted or implied hereby.
 - 12.6. Service Provider shall reproduce the symbols, legends or other proprietary notices affixed to Confidential Information, and shall not, nor permit any third party to, remove, add or modify the same.
 - 12.7. The Service Provider shall, upon termination or expiration of this Agreement, or upon written request of the NPC, whichever is earlier, immediately, but not later than ten (10) days after any notice thereof by Disclosure, return (or destroy at the NPC's option) all copies of such Confidential Information and certify in writing its compliance with this requirement.

ANNEX "A"

**CRITERIA AND RATING SYSTEM
FOR THE EVALUATION OF TECHNICAL PROPOSAL**

ITEM	WEIGHT (Points)	SCORE (Points)
1. APPLICABLE REGULATORY REGISTRATION AND CERTIFICATION	15	
a. Company registration and licenses with national regulators	5	
i. At least three (3) listed in 6.2 – 5 points		
ii. Two (2) from listed in 6.2 – 3 points		
iii. One (1) from listed in 6.2 – 1 point		
iv. 0 point if not registered to any in 6.2		
b. Certification in Information Security and Quality Management	10	
i. All listed certifications in 6.3 – 10 points		
ii. Certifications in 6.3.1, 6.3.2 and 6.3.4 – 8 points		
iii. Certifications in 6.3.1 and 6.3.2 – 5 points		
iv. 0 point for no certification		
2. EXPERIENCE IN CONSULTANCY SERVICE	35	
a. Experience in systems and platform development	20	
b. Involvement in government agency pilots for new technology	10	
c. Technical expertise in the organization demonstrated through Cloud Service Providers' certification	5	
3. QUALIFICATION OF THE PERSONNEL THAT WILL BE ASSIGNED TO THE JOB	35	
a. Qualification of the Solution Architect with experience in Enterprise Architecture and platform rollouts:	15	
i. At least five (5) years – 15 points		
ii. At least four (4) years – 10 points		
iii. At least three (3) years – 5 points		
b. Qualification of the Technical Lead with experience in application development, data management, cybersecurity and information security, and working experience in software development and security technologies:	15	
i. At least five (5) years – 15 points		
ii. At least four (4) years – 10 points		
iii. At least three (3) years – 5 points		
c. Qualification of the Business Process Engineer with related degree and with experience in business process documentation:	5	
i. At least three (3) years – 5 points		
ii. At least Two (2) years – 3 points		
iii. At least one (1) year – 1 point		
4. PLAN OF APPROACH AND METHODOLOGY	15	
a. Understanding of the Objectives	5	
b. Quality of Methodology	7	
c. Innovativeness	3	
TOTAL	100	

Omnibus Sworn Statement (Revised)

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]