

REPUBLIC OF THE PHILIPPINES COURT OF TAX APPEALS OUEZON CITY

INVITATION FOR NEGOTIATION

Negotiation of Bid Project No. CTA BAC1-2022-05, "Procurement of Various Furniture and Fixtures (Lot 2)" under Section 53.1-Two-Failed Biddings

- 1. The Court of Tax Appeals (CTA), through the Government of the Philippines, intends to apply the sum of Three Million Five Hundred Thirty-Four Thousand Eight Hundred Eighty-One Pesos (PhP3,534,881.00) inclusive of all government taxes, being the Approved Budget for the Contract (ABC) to payments under the Contract for the Negotiated Procurement of Bid Project No. CTA BAC1-2022-05, Procurement of Various Furniture and Fixtures (Lot 2) pursuant to Section 53.1-Two-Failed Biddings of the 2016 Revised Implementing Rules and Regulations of Republic Act (R.A.) 9184.
- 2. Interested suppliers who are legally, technically, and financially capable are invited to **negotiate** with the CTA, through its Bids and Awards Committee 1 (BAC 1), for the Negotiated Procurement of Bid Project No. CTA BAC1-2022-05, "Procurement of Various Furniture and Fixtures (Lot 2)" which is now divided into several sub-lots, as follows:

Lot	Description	Quantity	Approved Budget for
LOC	·		the Contract
	Lot 2. Procurem	ent of Chairs	and Tables
Lot 2.1	Executive Table including Side Table, Side Drawer and Mobile Pedestal	Two (2) sets	PhP 310,000.00
Lot 2.2	Executive Chair for the Justice	One (1) unit	PhP 60,000.00
Lot 2.3	Highback Executive Chair	Fifty-Four (54) units	PhP 918,000.00
Lot 2.4	Midback Staff Chair	Two Hundred Five (205) units	PhP 1,660,500.00
Lot 2.5	Visitor's Chair	Four (4) units	PhP 72,000.00
Lot 2.6	Conference Chair	Thirty-Two (32) units	PhP 400,000.00
Lot 2.7	Conference Table including six (6) Conference Chairs	One (1) set	PhP 114,381.00
Total App	roved Budget for the Contra	ct (ABC)	PhP 3,534,881.00

- 3. Interested suppliers may submit a proposal on any of the sub-lots, and evaluation will be undertaken on a per lot basis. Offers received in excess of the corresponding amount of specific sub-lots shall be automatically rejected at opening of the best and final offer.
- Delivery of the Goods is required within sixty (60) calendar days from receipt of the Notice to Proceed and as specified in the Schedule of Requirements.
- 5. Negotiation is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or

- organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
- 6. Prospective suppliers may obtain further information from the CTA Bids and Awards Committee 1 (BAC 1) Secretariat and inspect the Request for Quotation at the address given below during weekdays from 9:00 a.m. to 3:00 p.m., subject to the condition that the CTA is physically open.
- 7. The CTA Bids and Award Committee 1 (BAC 1) will hold a **NEGOTIATION on May 11, 2023**, starting at **9:00 a.m.** at the CTA Multi-Purpose Hall (MPH), 5th Floor, CTA Building II, Agham Road, National Government Center, Diliman, Quezon City.
- 8. Prospective suppliers will be allowed to negotiate with the CTA Bids and Award Committee 1 (BAC 1) on a **first come**, **first served basis**, to present its proposal/quotation. During the negotiation, prospective suppliers are **required** to bring a sample of the items to be delivered (demo products) with measurements and description, for the following sub-lots:

Lot 2.2	Executive Justice	Chair	for	the
Lot 2.3 Highback Executive Chair		-		
Lot 2.4	ot 2.4 Midback Staff Chair			
Lot 2.6 and 2.7	Conference Chair			

In case of the unavailability of sample product for Lot 2.2. Executive Chair for the Justice, prospective suppliers are **required** to provide shop drawing/design with the exact measurement and description of the item to be offered for Lot 2.2 to show compliance with the required technical specifications.

9. During the negotiation, prospective suppliers are also **required** to provide shop drawings/design together with measurements and description of the items to be offered for the following sub-lots:

Lot 2.1 Executive Table including Side Table, Side Drawer and Mobile Pedestal		
Lot 2.5	Visitor's Chair	
Lot 2.7	2.7 Conference Table	

- 10. For proper identification and ease of reference, chairs to be offered by prospective suppliers during the Negotiation should be clearly marked with the specific sub-lot number, description, and the name of the Company.
- 11. During the negotiation, the TWG and BAC 1 shall preliminarily inspect and examine the sample chairs presented by the prospective suppliers to check compliance with the required technical specifications for Lots 2.2, 2.3, 2.4, 2.6 and 2.7. The prospective suppliers shall be informed whether the sample chairs presented are compliant with the technical specifications.
- 12. On or before the deadline for the submission of the best and final offer, prospective suppliers are given the opportunity to replace the sample chairs presented during the Negotiation which do not comply with the technical specifications. Final evaluation of the replaced sample chairs shall be made after the opening of the best and final offer.

- 13. The best and final offer together with the eligibility, and technical documents (see the Checklist of Documentary Requirements for Suppliers in the Request for Quotation) must be duly sealed in one envelope and must be duly received by the BAC 1 Secretariat through manual submission at the office address indicated below on or before May 22, 2023, 9:30 a.m. Late submission of the best and final offer shall not be accepted.
- 14. The opening of the best and final offer shall be on <u>May 22, 2023, 10:00 a.m.</u> at the CTA Multi-Purpose Hall (MPH), 5th Floor, CTA Building II, Agham Road, National Government Center, Diliman, Quezon City. The best and final offer will be opened in the presence of the Supplier's representatives who choose to physically attend the activity.
- 15. Prospective suppliers who will visit the CTA to obtain further information, inspect or acquire the Request for Quotation, attend the Negotiation, submit their Offers, or attend the opening of the best and final offer must comply with the existing CTA Health Protocol and Measures to be allowed access to the Procuring Entity's premises.
- 16. The CTA reserves the right to reject any and all offers, declare a failure of Negotiation, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 Revised IRR of RA No. 9184, without thereby incurring any liability to the affected Supplier or Suppliers.
- 17. For further information, please refer to:

Atty. Maria Johoanna F. Chan-Te

Head, CTA BAC 1 Secretariat Court of Tax Appeals Ground Floor, CTA Building I, Agham Road, National Government Center, 1104 Diliman, Quezon City

Telephone Number: (632) 8920 4249 loc 304 Email Address: bac1.cta@judiciary.gov.ph Website Address: cta.judiciary.gov.ph

May 4, 2023, Quezon City.

DANILO B. FERNANDO
Chairperson

CTA Bids and Awards Committee 1

REQUEST FOR QUOTATION

Negotiation of Bid Project No. CTABAC1-2022-05, "Procurement of Various Furniture and Fixtures (Lot 2)" under Section 53.1-Two-Failed Biddings

	Date RFQ No	<u> </u>
Name of the Company:		
Address:		
Business Permit No.:		
TIN No.:		
PhilGEPS Registration No.:		

The Court of Tax Appeals (CTA), through the Government of the Philippines, intends to apply the sum of **Three Million Five Hundred Thirty-Four Thousand Eight Hundred Eighty-One Pesos (PhP3,534,881.00)** inclusive of all government taxes, being the Approved Budget for the Contract (ABC) to payments under the Contract for the Negotiated Procurement of Bid Project No. CTA BAC1-2022-05, Procurement of Various Furniture and Fixtures (Lot 2) pursuant to Section 53.1-Two-Failed Biddings of the 2016 Revised Implementing Rules and Regulations of Republic Act (R.A.) 9184.

Subject to the General Terms and Conditions provided at the dorsal portion of this request for quotation, please submit your best and final offer and compliance with the attached Technical Specifications and Schedule of Requirements and copies of the eligibility documents duly signed by you or your authorized representative not later than May 22, 2023, 9:30 a.m. for the following sub-lots:

Lot	Description	Quantity	Approved Budget for the Contract
	Lot 2. Procurem	ent of Chairs	and Tables
Lot 2.1	Executive Table including Side Table, Side Drawer and Mobile Pedestal	Two (2) sets	PhP 310,000.00
Lot 2.2	Executive Chair for the Justice	One (1) unit	PhP 60,000.00
Lot 2.3	Highback Executive Chair	Fifty-Four (54) units	PhP 918,000.00
Lot 2.4	Midback Staff Chair	Two Hundred Five (205) units	PhP 1,660,500.00
Lot 2.5	Visitor's Chair	Four (4) units	PhP 72,000.00
Lot 2.6	Conference Chair	Thirty-Two (32) units	PhP 400,000.00
Lot 2.7	Conference Table including six (6) Conference Chairs	One (1) set	PhP 114,381.00
Total Appi	oved Budget for the Contra	ct (ABC)	PhP 3,534,881.00

Interested suppliers may submit a proposal on any of the sub-lots, and evaluation will be undertaken on a per lot basis. Offers received in excess of the approved budget for the contract of specific sub-lots shall be automatically rejected at opening of the best and final offer.

The following documents are required to be submitted along with this **Request for Quotation** on the specified deadline abovementioned, to wit:

Checklist of Documentary Requirements

1. Mayor's/Business Permit;

- 2. Valid and updated PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;
- 3. Notarized Omnibus Sworn Statement (with Secretary's Certificate, if a corporation or Certificate of Partnership Resolution, if a partnership); and
- 4. Latest income and business tax returns within the last six (6) months preceding the date of submission of the best and final offer.

After having carefully read and accepted the Technical Specifications, General Terms and Conditions and Schedule of Requirements, I/We submit our best and final offer for the following sub-lots:

Lot	Description of the Project	Quantity	Approved Budget for the Contract (ABC)	BEST AND FINAL OFFER (Amount to be filled- up by the Supplier)
Lot 2.1	Executive Table including Side Table, Side Drawer and Mobile Pedestal	Two (2) sets	PhP 310,000.00	
Lot 2.2	Executive Chair for the Justice	One (1) unit	PhP 60,000.00	
Lot 2.3	Highback Executive Chair	Fifty-Four (54) units	PhP 918,000.00	
Lot 2.4	Midback Staff Chair	Two Hundred Five (205) units	PhP1,660,500.00	
Lot 2.5	Visitor's Chair	Four (4) units	PhP 72,000.00	
Lot 2.6	Conference Chair	Thirty-Two (32) units	PhP 400,000.00	
Lot 2.7	Conference Table including six (6) Conference Chairs	One (1) set	PhP 114,381.00	

It is understood that the above-quoted offer is inclusive of all costs and applicable government taxes.

(Signature over Printed Name of Authorized Representative)
(Company Name)
(Telefax No. (Landline and/or Cellphone) and E-mail Address)

I. GENERAL TERMS AND CONDITIONS

1. Suppliers shall provide correct and accurate information in this form.

2. The price quotation/s must be valid for a period of sixty (60) calendar days from the date of submission.

3. Price quotation/s, to be denominated in Philippine peso shall include taxes, duties and/or levies payable.

4. Suppliers may submit a proposal on any of the sub-lots, and evaluation will be undertaken on a per lot basis. Quotations exceeding the Approved Budget for the Contract for each of the sub-lots shall be rejected.

5. Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by you or any of your authorized representative/s.

6. Award of Contract shall be made to the lowest quotation which complies with the technical specifications and other terms and conditions stated therein.

7. Representative from the Technical Working Group (TWG), General Services Division (GSD), and Procurement and Property Management Division (PPMD) shall have the right to evaluate, inspect and/or test the goods to confirm their conformity with the technical specifications and term of reference.

8. To guarantee the faithful performance by the winning supplier of its obligation under the contract, it shall post a performance security prior to the signing of the contract in an amount not less than the required percentage of the total contract price in any of the forms prescribed in Section 39 of the 2016 IRR of R.A. 9184. In case of surety bond, it must be accompanied with a Certification issued by the Insurance Commission certifying that the surety company or insurance company is authorized to issue such security for the said procurement project.

9. Liquidated damages equivalent to one tenth of one percent (0.001%) of the value of goods/services not delivered within the prescribed delivery period shall be imposed per day of delay. The CTA shall rescind the contract once the cumulative number of liquidated damages reaches ten percent (10%) of the amount of the contract, without prejudice to other courses of action and remedies open to it.

10.Payment shall be made after complete delivery and upon submission of the required documents, i.e delivery receipt, slip order, and/or billing statement, by the winning supplier.

11.In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 Revised IRR of RA No. 9184. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising 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.

12. The obligation for warranty shall be covered by retention money in the amount equivalent to three percent (3%) of the total contract price. The said amount shall only be released after the lapse of the warranty period. Provided, however, that the goods are free from patent and latent defects and all conditions imposed under the contract have been fully satisfied.

13. The CTA reserves the right to accept or reject any offer, to annul the procurement process, and to reject offers at any time prior to the award of contract, without thereby incurring any liability to the affected Suppliers.

II. SCHEDULE OF REQUIREMENTS

Lot	Description	Quantity	Delivered, Days
Lot 2. 1	Complete Supply and Delivery of Executive Table including Side Table, Side Drawer and Mobile Pedestal	Two (2) Sets	Within sixty (60) calendar days from receipt of the Notice to Proceed
Lot 2.2	Complete Supply and Delivery of Executive Chair for the Justice	One (1) Unit	Within sixty (60) calendar days from receipt of the Notice to Proceed
Lot 2.3	Complete Supply and Delivery of Highback Executive Chair	Fifty-Four (54) Units	Within sixty (60) calendar days from receipt of the Notice to Proceed
Lot 2.4	Complete Supply and Delivery of Midback Staff Chair	Two Hundred Five (205) Units	Within sixty (60) calendar days from receipt of the Notice to Proceed
Lot 2.5	Complete Supply and Delivery of Visitor's Chair	Four (4) Units	Within sixty (60) calendar days from receipt of the Notice to Proceed
Lot 2.6	Complete Supply and Delivery of Conference Chair	Thirty-Two (32) Units	Within sixty (60) calendar days from receipt of the Notice to Proceed
Lot 2.7	Complete Supply and Delivery of Conference Table including six (6) Conference Chairs	One (1) Set	Within sixty (60) calendar days from receipt of the Notice to Proceed

I hereby certify to comply with and deliver the above requirements with respect to: (please check the appropriate box/es)

Lot 2.1 Executive Tal Pedestal	ole including Side Table, Side Drawer a	nd Mobile
Lot 2.2 Executive Ch	air for the Justice	
Lot 2.3 Highback Exe	ecutive Chair	
Lot 2.4 Midback Staf	f Chair	
Lot 2.5 Visitor's Chai	r	
Lot 2.6 Conference C	Chair	
Lot 2.7 Conference T	able including six (6) Conference Chair	S
Name of Company/Supplier	Signature over Printed Name of Authorized Representative	Date

III. TECHNICAL SPECIFICATIONS

Instruction regarding statement of compliance

- I. Supplier must state either "Comply" or "Not Comply" against each of the individual parameters of each Technical Specifications stating the corresponding performance parameter of the items offered.
- II. Statements of "Comply" or "Not Comply" must be supported by evidence in a Suppliers Offer and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's unamended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Offer under evaluation liable for rejection. A statement either in the Suppliers statement of compliance or the supporting evidence that is found to be false either during evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Supplier liable for prosecution subject to the applicable laws and issuances.
- III. The sample chairs offered for each of the specific sub-lots during the Negotiation which was duly inspected and examined by TWG and BAC 1 and were found to be compliant with the technical specifications of the specific sub-lots shall be deemed sufficient evidence to support compliance with the technical specifications for the specific sub-lots.
- IV. Sample chairs presented during the Negotiation which comply with the technical specifications shall be returned only to the prospective suppliers after the declaration by the BAC 1 of the Single/Lowest Calculated and Responsive Quotation (SCRQ/LCRQ).
- V. On or before the deadline of submission of the best and final offer, prospective suppliers are given the opportunity to replace the sample chairs presented during the Negotiation which do not comply with the technical specifications. Final evaluation of the replaced sample chairs shall be made after the opening of the best and final offer.
- VI. For Lot 2.1 (Executive Table including Side Table, Side Drawer and Mobile Pedestal); 2.2 (Executive Chair for the Justice); Lot 2.5 (Visitor's Chair) and 2.7 (Conference Table), prospective suppliers are required to submit a shop drawing/design together with a statement that the items to be offered will be custom-made in accordance with the required technical specifications.
- VII. For Lot 2.3 (Highback Executive Chair), 2.4 (Midback Staff Chair), 2.6 (Conference Chair) and 2.7 (six (6) Conference Chairs), prospective suppliers shall submit a Certification duly signed and issued by the Supplier that items to be offered were certified by Business and Institutional Furniture Manufacturers Association (BIFMA) for safety and performance standards and compliance.

Lot 2.1. Executive Table including Side Table, Side Drawer and Mobile Pedestal

Lot 2.1. Executive Table including Side Table, Side Drawer and Mobile Pedestal	Statement of Compliance* (State "Comply"/"Not Comply")
For Main Table:	comply / Not comply /
- Free-standing table having the following	
dimensions: 2000mm (L) x 1000mm (W) x	
750mm (H) x 30mm thick, with Natural	
Mahogany veneer in plywood substrate w/	
Polyurethane Sealer & Lacquer topcoat finish	
tabletop and legs;	
- 45mm minimum leg thickness; and	
- With three drawers fixed cabinet, black	
leather writing pad, modesty panel,	
adjustable gliders and wiring management.	
For Side Table:	
- Free-standing table having the following	
dimensions: 1100mm (L) x 500mm (W) x	
750mm (H) x 30mm thick, with Natural	
Mahogany veneer in plywood substrate w/	
Polyurethane Sealer & Lacquer topcoat finish	
tabletop and legs;	
- 25mm minimum leg thickness;	
- With adjustable gliders, modesty panel and	
wiring management; and	
- With three drawers multi-purpose cabinet,	
centralized lock system and CPU cabinet.	
Mobile pedestal's finish and design is similar	
with the main and side tables.	
nereby certify to comply and deliver all the	above requirements:

	wiring management; and		
	- With three drawers multi-purpose cabinet,		
	centralized lock system and CPU cabinet.		
	Mobile pedestal's finish and design is similar		
	with the main and side tables.		
	nereby certify to comply and deliver all the		
N		ver Printed Name of esentative	Date

Lot 2.2. Executive Chair for the Justice

LOU Z.	2. Executive Chair for the Justice	Statement of Compliance* (State "Comply"/"Not Comply")
20mm	thick molded high-quality plywood for	
	nd backrest, upholstered with genuine	
leather		
The m	leasurement of the seat should be at	
least 5	550mm (W) x 500mm (D) while the	
measu	rement of the backrest should be at	
least 5	550mm (W) x 890mm (H)	
	en shell frame	
High d	lensity injection molded polyurethane	
foam	, ,	
Five (5	5) prong aluminum chair base heavy	
•	/heel casters	
Fixed	padded armrest fully covered with	
genuin	ne leather. The full-length of the	
armres	st must be fully covered and the base	
materi	al must not be visible.	
The ler	ngth of the armrest should be at least	
18 inch	hes (457.2 mm)	
Highba	ack with headrest, synchronize tilting	
and lo	cking mechanism, gas lift pneumatic	
height	adjustment of 45mm to 56mm,	
mount	ed on heavy duty wheel casters.	
Design	ned for sitting weight limit/capacity of	
250 lbs	s. or more.	
N.4 L.	e durable and repairable.	

material must not be visible. The length of the armrest should be at least						
onize tilting						
t pneumatic						
to 56mm,						
asters.						
t/capacity of						
deliver all the	e above req	uirements	S:			
	ronize tilting t pneumatic to 56mm, asters.					

Lot 2.3. Highback Executive Chair

Lot 2.3. Highback Executive Chair	Statement of Compliance* (State "Comply"/"Not Comply")
Injected seat foam with adjustable seat height.	
Gas lift pneumatic height adjustment of 45mm to 56mm	
Ergonomic mesh fabric backing design with multi-angle tilt/recline lock and lumbar support.	
High back with headrest and adjustable lumbar support.	
Sturdy armrests with height adjustment and padding	
Five (5) prongs high legged base with heavy duty wheel casters. The base can be either polypropylene, chrome, or stainless-steel.	
Designed for sitting weight limit/capacity of 250 lbs. or more.	
Must be durable and repairable.	
Product is certified by Business and Institutional Furniture Manufacturers Association for safety and performance standards and compliance.	
hereby certify to comply and deliver all the	above requirements:
	over Printed Name of Date esentative

Lot 2.4. Midback Staff Chair

Lot 2.4. Midback Staff Chair	Statement of Compliance* (State "Comply"/"Not Comply")
With ergonomic back mesh fabric, upholstered	
seat, sturdy armrest and lumbar support.	
Gas lift pneumatic height adjustment of	
45mm to 56mm	
Low-back type with adjustable seat height and	
fixed armrest height.	
Five (5) prongs high legged base with heavy	
duty wheel casters. The base can be either	
polypropylene, chrome, or stainless-steel.	
Designed for sitting weight limit/capacity of	
250 lbs. or more.	
With tilting & locking mechanism.	
Must be durable and repairable.	
Product is certified by Business and	
Institutional Furniture Manufacturers	
Association for safety and performance	
standards and compliance.	
nereby certify to comply and deliver all the	above requirements:
	over Printed Name of Date resentative

Lot 2.5. Visitor's Chair

Statement of Compliance* (State "Comply"/"Not Comply")

I hereby certify to comply and deliver all the above requirements:								
Name of Company/Supplier	Signature over Printed Name of Representative	Date						

Lot 2.6. Conference Chair

Lot 2.6. Conference Chair	Statement of Compliance* (State "Comply"/"Not Comply")
With ergonomic back mesh fabric, upholstered seat, sturdy armrest and lumbar support.	
Gas lift pneumatic height adjustment of 45mm to 56mm	
Adjustable seat height and adjustable armrest height.	
Ergonomically designed that can fully support back.	
Five (5) prongs high legged base with heavy duty wheel casters. The base can be either polypropylene, chrome, or stainless-steel.	
With tilting & locking mechanism.	
Designed for sitting weight limit/capacity of 250 lbs. or more.	
Must be durable and repairable.	
Product is certified by Business and Institutional Furniture Manufacturers Association for safety and performance standards and compliance.	
hereby certify to comply and deliver all the	above requirements:
7. 11	over Printed Name of Date

Lot 2.7. Conference Table including Six (6) Conference Chairs

Lot 2. 7. Conference Table including Six	Statement of Compliance* (State
(6) Conference Chairs	"Comply"/"Not Comply")
For the Conference Table:	
- Six (6) seater conference table;	
- 1800 mm (L) x 900mm (W) x 750mm (H) x	
30mm thick table top;	
- High Pressured Laminated (HPL) Wood	
Veneer finish with plywood substrate and	
edge bond table top;	
- Legs are HPL Wood Veneer finish in solid	
wood at 50mm minimum thickness; and	
- T-leg or V-leg design with single wire box	
and box top cover	
For the Conference Chairs:	
- With ergonomic back mesh fabric,	
upholstered seat, sturdy armrest and lumbar	
support;	
- Gas lift pneumatic height adjustment of	
45mm to 56mm	
- Adjustable seat height and adjustable	
armrest height;	
- Ergonomically designed that can fully	
support back;	
- Five (5) prongs high legged base with heavy	
duty wheel casters. The base can be either	
polypropylene, chrome, or stainless-steel.	
 With tilting & locking mechanism; 	
- Chairs are uniformly intended and in accord	
with conference table's design;	
- Designed for sitting weight limit/capacity of	
250 lbs. or more;	
 Must be durable and repairable; and 	
Product is certified by Business and	
Institutional Furniture Manufacturers	
Association for safety and performance	
standards and compliance.	
· · · ·	above requirements:
	ver Printed Name of Date resentative

Ι

(Sample Form)

Omnibus Sworn Statement (Revised) [shall be submitted with the Offer]

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 enduser 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]

SUBSCRIBED	AND	_, Affiant	to before me this day of having exhibited to me his Identific on				Identification	
					NOTAR	RY PL	JBLIC	
Doc. No Page No Book No Series of	; ;							