



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF FINANCE  
BUREAU OF CUSTOMS  
PORT AREA, MANILA

**INVITATION FOR NEGOTIATED PROCUREMENT**  
**Supply and Delivery of Brand New Basic Assault Rifles (5.56mm)**  
**And Rifle Ammunition**

1. In view of the two (2) failed public biddings, the Bureau of Customs (BOC) Bids and Awards Committee (BAC) invites interested bidders to participate in the negotiation for Supply and Delivery of Basic Assault Rifles (5.56mm) and Rifle Ammunitions in accordance with Section 53.1 of the Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184, otherwise known as the "Government Procurement Reform Act."

The Bureau of Customs (BOC) through the authorized appropriations under the FY 2015 General Appropriations Act intends to apply the sum of Three Million Sixty Thousand Pesos (P3,060,000.00) being the Approved Budget for the Contract (ABC) to payments under the contract for Supply and Delivery of Basic Assault Rifles (5.56mm) and Rifle Ammunitions

For more details on this project, please refer to attached Schedule of Requirements and Technical Specifications.

2. Interested Bidders shall submit the following documents in three (3) copies, one (1) original and two (2) photocopies, on November 5, 2015, 9:00 A.M. at the GSD Conference Room, Ground Floor, OCOM Building, Gate 3, South Harbor, Port Area, Manila:

2.1	SEC Registration Certificate for corporation, or Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives. For corporation/partnership, the following shall also be submitted: Latest general information sheet (GIS) duly received by Securities and Exchange Commission Articles of incorporation/partnership, by laws or amendments thereto, duly approved by the SEC
2.2	Valid mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located.
2.3	A statement of all its ongoing government and private contracts within two (2) years prior to the date of submission and receipt of bids, including contracts awarded but not yet started, if any. Sample form is attached.
2.4	A statement identifying the bidder's single largest completed contract (SLCC) within two (2) years prior to the date of submission and receipt of bids which is similar to the contract to be bid and whose value must be at least fifty percent (50%) of the ABC to be bid. Sample form is attached. Also, a photocopy of the SLCC shall be submitted.
2.5	CY 2014 Audited Financial Statement, stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the preceding calendar year, which should not be earlier than two (2) years from bid submission.
2.6	Computation of its Net Financial Contracting Capacity (NFCC).
2.7	Tax Clearance Certificate
2.8	The bid security shall be in either of the following forms and amount:  <b>2% of the ABC</b> if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;

	<p><b>5% of the ABC</b> if bid security is in Surety Bond accompanied with a certification from the Insurance Commission that insurance company is authorized to insure such security;</p> <p>Any combination of the foregoing proportionate to the share of form with respect to total amount of security</p> <p>Bid Securing Declaration (Sample form is attached)</p>
2.9	Omnibus Sworn Statement. Sample Form is attached.
2.10	Compliance with Section VI. Schedule of Requirements.
2.11	Compliance with Section VII. Technical Specifications.

3. For further information, please attend the meeting on October 29, 2015, 11:30 a.m., at the GSD Conference Room, Ground Floor, OCOM Building, South Harbor, Gate 3, Port Area, Manila.
4. The BOC reserves the right to accept or reject any offer, to annul the negotiation process, and to reject all offers at any time prior to contract award, without thereby incurring any liability.
5. For further information, please refer to:

BOC-BAC Secretariat  
General Services Division  
OCOM Bldg., South Harbor, Gate 3, Port Area, Manila  
Telefax No. 527-9757  
Email address: [bocbacsecretariat2014@gmail.com](mailto:bocbacsecretariat2014@gmail.com)

**DIR. DIMPNA O. LEJOS**  
Officer-In-Charge  
Internal Administration Group  
*Chairperson, BOC-BAC*

## Section V. Special Conditions of Contract

GCC Clause	
1.1 (g)	The Procuring Entity is the <b>Bureau of Customs (BOC)</b> .
1.1 (i)	The Supplier is
1.1 (j)	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through the authorized appropriations under the FY 2015 General Appropriations Act.</p>
1.1 (k)	The Project Site is: Bureau of Customs, Port Area, Manila.
5.1	<p><u>The Procuring Entity's address for Notices is:</u></p> <p style="padding-left: 40px;">Bureau of Customs General Services Division, OCOM Building, South Harbor, Gate 3, Port Area, Manila Tel Nos. (02)527-4519</p> <p style="padding-left: 40px;">Contact Person: DIMPNA O. LEJOS OIC - Deputy Commissioner Internal Administration Group Chairperson, BOC-BAC</p> <p><u>The Supplier's address for Notices is:</u></p>
2.1	The Goods shall only be delivered by the Supplier at the Bureau of Customs, Port Area, Manila, not later than 4:00 p.m. on the day of delivery.
10.2	Payment shall be made within fifteen (15) calendar days after the submission of Billing Statement, Certificate of Acceptance and Completion and Delivery Receipts.
16.1	<p>The Goods shall be inspected and tested by the Inspection and Acceptance Team (IAT) of the Bureau of Customs composed of the following:</p> <ul style="list-style-type: none"> <li>• Chairperson: Chairperson, BOC-BAC or BAC member</li> <li>• Members: Two (2) representatives from the Intelligence Group, designated by its Deputy Commissioner</li> <li>• Members: Two (2) representatives from the Enforcement Group, designated by its Deputy Commissioner</li> </ul> <p>Inspection and evaluation shall be conducted in accordance with the Section VII. Technical Specifications in the presence of representative/s of Supplier during the post-qualification procedure and subsequently within three (3) working days from date of delivery.</p> <p>During the post-qualification period, the Supplier shall provide the Procuring Entity with two (2) sample units of the same product of firearm to be delivered for</p>

	<p>inspection and firing test. This shall include pistol ammunitions of the same product to be delivered in accordance with the required quantity for the said firing test.</p> <p>Prior to acceptance of the delivered firearms, ten (10) percent thereof will be chosen at random by the IAT and subjected to inspection and firing test. For this purpose, the pistol ammunition requirement shall be shouldered by the Supplier.</p> <p>Firing test shall be conducted in accordance with the Parameters for Post-Qualification, Acceptance Test and Evaluation for Rifles (5.56 mm.).</p> <p>The goods to be delivered must of the same brand and model.</p>
16.2	<p>Inspection and firing test shall be conducted in an accredited firing range provided by the Supplier, with facilities conforming to the required testing distance for rifles. Any corresponding cost and expense shall be shouldered by the Supplier.</p>
17.3	<p>In order to ensure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required for a period two (2) years after acceptance by the BOC for delivered parts and labor/services.</p>
17.4	<p>If the defect will render the firearm unserviceable, the Supplier shall immediately replace the same with a new unit within ten (10) days from verbal or written notice.</p>



## Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Description/Model	Quantity	Delivery Date
Basic Assault Rifles (5.56mm)	50 units	Sixty (60) calendar days from receipt of the Notice to Proceed
Rifle Ammunitions	2,000 pcs	

**I hereby certify to comply and deliver all the above requirements.**

\_\_\_\_\_  
**Name of Company/Bidder**

\_\_\_\_\_  
**Signature over Printed Name of Representative**

\_\_\_\_\_  
**Date**

## Section VII. Technical Specifications

Bidders must state either “Comply” or “Not Comply” or any equivalent term in the column “Statement of Compliance” against each of the individual parameters of each “Specification”.

Please do not just place check in the bidder's "Statement of Compliance".

Item	Specification	Statement of Compliance
<b>BASIC ASSAULT RIFLES</b>		
1	Platform: M16/AR15/M4 Type	
2	Caliber: 5.56mm	
3	Barrel: Length: 14 inches up to 14.5 inches Type: Heavy Bull Barrel Composition: Chrome-Lined Chamber and Bore Rifling Twist: 1x9 twist Finish (Barrel): Manganese Phosphate on Steel Parts	
4	Butt Stock Assembly: 6-position retractable butt stock	
5	Buffer Type: Standard	
6	Length: Butt Stock Fully Extended: 37 inches max	
7	Overall Weight Without Magazine: 4.0 kgs (max)	
8	Sights: Front: Fixed with adjustable for elevation Rear: Integrated with carrying handle; adjustable for windage and elevation	
9	Compensator: Flash Suppressor	
10	Upper Receiver Top Rail: With Rail Interface System	
11	Composition (Upper & Lower Receiver): 7075-T6 Aluminum	
12	Finish (Upper & Lower Receiver): Mil-Std: Hard Coat Anodized Upper and Lower Receiver	
13	Carrying Handle: Detachable	
14	Hand Guard: Standard Handguard	
15	Pistol Grip: Standard	
16	Operating System: Direct Gas Impingement System	
17	Maximum Effective Range: 100 meters (Point Target) 100 meters (Area Target)	
18	Firing Mode: Safe / Semi-Automatic / Automatic	
19	Trigger Pull: 5.5 lbs – 8.5 lbs	
20	Warranty:	

	At least one (1) year warranty on parts and services	
21	Availability of parts: Ten (10) years guaranty on the availability of parts	
22	Repair / Replacement: Repair of firearm must be done within thirty (30) days from receipt thereof. However, if defect will render the firearm unserviceable, it should be replaced within ten (10) days from receipt of written notice.	
23	<i>ACCESSORIES:</i> Each unit comes with: Rifle Sling Four (4) 30-rounds magazines Cleaning Rod (Steel) Brush Loop (Steel) Chamber Brush (Steel) Parts Brush (with Plastic Bristle) Cleaning Cloth Instructional Manual	
24	Markings: Clear and distinct engraving (0.2-0.3mm) on the following parts as follows: a. Left side of the Upper Receiver : “ <b>Property of the Bureau of Customs</b> ”, with serial number b. Lower Receiver: manufacturing markings, country of origin and serial number engraved on the left side	
25	Duly accomplished and conformed with the Parameters for Post-Qualification, Acceptance Test and Evaluation for Rifles (5.56mm).	
<b>Other requirements:</b>		
1	Submission of the following: <ul style="list-style-type: none"> <li>• Brochure (original or internet download) or Technical Data Sheet or equivalent document of the brand / model of the firearms being offered showing compliance to the required technical specifications</li> <li>• Certified true copy of valid and current Certificate of Distributorship/Dealership /Resellership of the particular product being offered, issued by the principal or manufacturer of the product (if the principal is not the manufacturer)</li> <li>• Certified True Copy of Licenses / Authority: <ol style="list-style-type: none"> <li>a) For local manufacturers: certified true copy of valid and current License to Manufacture Firearms/ Ammunitions issued by the FED-PNP, Camp Crame, Quezon City</li> <li>b) For importers/ traders / dealers / distributors: certified true copy of valid and current License to Operate and/or License to Deal in Firearms/Ammunitions issued by FED-PNP, Camp Crame, Quezon City</li> </ol> </li> </ul>	



	<ul style="list-style-type: none"> <li>List of accredited service centers (with available spare parts, indicating address, telephone and fax numbers, email address and contact person.</li> </ul> <p>In the event of closure of business, termination of franchise/service center, the supplier shall notify the Bureau of Customs accordingly of new service centers with telephone numbers and address who can provide the needed parts, supplies and service.</p> <p>Should accredited service center/s relocate/transfer, a written notification should be sent to the Bureau of Customs on the new address, contact numbers and the name of contract person</p>	
2	<p>Other Incidental Expenses All incidental expenses to be shouldered by the supplier such as:</p> <ol style="list-style-type: none"> <li>License Fee (2 years), including ballistic examination</li> <li>Firearms Bond (2 years)</li> <li>Permit to Transport</li> <li>Notarial Fees</li> <li>Acceptance: Test Fire of Firearm</li> </ol>	
3	The Supplier shall provide the Bureau of Customs with two (2) sample units of firearms and the required quantity of rifle ammunitions for post-qualification firing test.	
4	The Supplier shall conduct a two-day Refresher's Course for Bureau of Customs employees/personnel.	
<b>AMMUNITIONS</b>		
	Brand new 5.56 x 45 mm NATO	
	Case type: Rimless, bottleneck	
	Bullet diameter: 5.70 mm	
	Neck diameter: 6.43 mm	
	Shoulder diameter: 9.00 mm	
	Base diameter: 9.58 mm	
	Rim diameter: 9.60 mm	
	Rim thickness: 1.14 mm	
	Case length: 44.70 mm	
	Overall length: 57.40 mm	
	Rifling twist: 178 mm or 229 mm	
	Primer type: Small rifle	
	Bullet type: Full metal jacket	

**I hereby certify to comply with all the above Technical Specifications.**

\_\_\_\_\_  
Name of Company/Bidder

\_\_\_\_\_  
Signature over Printed Name of  
Representative

\_\_\_\_\_  
Date

**PARAMETERS FOR POST-QUALIFICATION, ACCEPTANCE TEST  
AND EVALUATION OF RIFLES (5.56mm)**

1. NUMBER OF SAMPLES SUBJECT FOR EVALUATION AND TEST FIRING:

For post-qualification: two (2) sample units of the same product to be delivered.

For acceptance: Ten percent (10%) of the goods delivered will be chosen at random by the Inspection and Acceptance Team.

2. Post Qualification:

<b>Test Parameters</b>	<b>Number of Ammunitions</b>	<b>Remarks</b>
1. Dimensional Test	60	30 rounds per weapon
2. Accuracy Test: <ul style="list-style-type: none"> <li>• At 100 meters</li> </ul>	30	15 rounds per weapon
3. Interchangeability Test	60	30 rounds per weapon
4. Weapon Drop Test	60	30 rounds per weapon
5. Endurance Test	90	Only one (1) rifle shall be chosen from the two (2) rifles that have undergone the above test parameters.
6. After Endurance Firing Accuracy Test	20	Only the rifle that has undergone the endurance test shall be used for this test.
Total	320	

3. Acceptance:

<b>Test Parameters</b>	<b>Number of Ammunitions</b>	<b>Remarks</b>
Dimensional and Initial Firing Test	150	30 rounds per weapon
Accuracy Test: <ul style="list-style-type: none"> <li>• At 50 meters</li> <li>• At 100 meters</li> </ul>	75 75	15 rounds per weapon 15 rounds per weapon
Interchangeability Test	125	25 rounds per weapon
Functional Test <ul style="list-style-type: none"> <li>• 1 unit : 1<sup>st</sup> sampling</li> <li>• 1 unit: 2<sup>nd</sup> sampling</li> </ul>	30 30	30 rounds per weapon 30 rounds per weapon
Total	485	

#### 4. DIMENSIONAL AND INITIAL FIRING TEST:

Procedure: conduct visual and dimensional inspection to determine the actual dimensions, weight, firearms characteristic vis-à-vis the required technical specifications.

Purpose: Ascertain if the submitted sample firearms conform with the required technical specifications.

Standard: After initial firing, the rifle must have no evidence of burrs and bulge in the bore and or exterior rim of the barrel.

DEFECTS	MINOR	MAJOR	CRITICAL
<ul style="list-style-type: none"><li>FAs design/features (visual inspection) VIS-À-VIS (approved specs)</li></ul>			x
<ul style="list-style-type: none"><li>The rifle fired when set to "SAFE" position</li></ul>			X
<ul style="list-style-type: none"><li>Failed to fire, load, extract and eject attributable to the weapon</li></ul>			X
<ul style="list-style-type: none"><li>Failed to fire, load, extract and eject attributable to the ammunition</li></ul>	x		
<ul style="list-style-type: none"><li>Trigger pull (below 5.5 lbs and above 8.5 lbs)</li></ul>		x	

#### 5. ACCURACY TEST:

Procedure: sample rifle will be fired using a machine rest or its equivalent at a distance of 100 meters.

Purpose: to determine accuracy of the rifle using machine rest or its equivalent.

Standard: must not exceed the maximum mean radius square (mrs) of 12 inches.

DEFECTS	MINOR	MAJOR	CRITICAL
More than 13 inches Median Radius			X

#### 6. INTERCHANGEABILITY TEST:

Procedure: major parts of rifles (upper receiver) will be interchanged then fired.

Purpose: To determine the reliability of the rifle when parts from identical weapons are interchanged.

Standard: The rifle must function properly without any binding of moving parts.

DEFECTS	MINOR	MAJOR	CRITICAL
• Parts not interchangeable			x
• Failed to fire, load, extract and eject attributable to the weapon			x
• Failed to fire, load, extract and eject attributable to the ammunition	x		

7. WEAPON DROP/ ENDURANCE/ AFTER ENDURANCE / FUNCTIONAL TEST

DEFECTS	MINOR	MAJOR	CRITICAL
• Failed to fire, load, extract and eject attributable to the weapon			x
• Failed to fire, load, extract and eject attributable to the ammunition	x		

8. Clarifications:

- a. Ammunition requirements during post-qualification and acceptance firing test shall be provided by the supplier. It shall be the same product delivered to the Bureau of Customs.
- b. Corresponding cost and expense shall be shouldered by the supplier.
- c. Major or critical defects will be a ground for post-disqualification or non-acceptance of delivery as the case may be.
- d. Five (5) counts of specific minor defect shall also be a ground for post-disqualification or non-acceptance of delivery as the case may be.

**I hereby certify to comply with all the above Parameters.**

\_\_\_\_\_  
Name of Company/Bidder

\_\_\_\_\_  
Signature over Printed Name of Representative

\_\_\_\_\_  
Date

## Bid Form

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Date: \_\_\_\_\_

To: [name and address of Procuring Entity]  
Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to the BOC, our services for the project, **Supply and Delivery of Basic Assault Rifles (5.56mm) and Rifle Ammunitions**, in conformity with the said Bidding Documents for the sum of \_\_\_\_\_.

Description/Model	Qty./ Unit/pcs.	Unit Cost (Inclusive of VAT)	TOTAL
Basic Assault Rifles (5.56mm)	50		
Rifle Ammunition	2,000		
<b>TOTAL</b>			

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
[signature]\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_.



***Single Largest Completed Contract***  
***which is similar in nature***  
(indicate only one)

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

<b>Name of Contract</b>	<b>Date of the Contract</b>	<b>Kinds of Goods</b>	<b>Amount of Contract</b>	<b>Date of Delivery</b>	<b>End User's Acceptance or Official Receipt(s) Issued for the Contract</b>

Submitted by : \_\_\_\_\_  
(Printed Name & Signature)

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

**Note:**

1. For this purpose, similar contract shall refer to the Supply and Delivery of Firearms
2. Cut-off date is November 5, 2015.

***List of all Ongoing Government & Private Contracts including***

***Contracts awarded but not yet started***

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Name of Contract	Date of the Contract	Kinds of Goods	Value of Outstanding Contracts	Date of Delivery
<u>Government</u>				
<u>Private</u>				

Submitted by : \_\_\_\_\_  
(Printed Name & Signature)

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

**Instructions:**

- i. State all ongoing contracts including those awarded but not yet started within two (2) years (government and private contracts, which may be similar or not similar to the project being bidded) prior to November 5, 2015.
- ii. If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.

The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.



## Contract Agreement Form

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THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [*name of PROCURING ENTITY*] of the Philippines (hereinafter called “the Entity”) of the one part and [*name of Supplier*] of [*city and country of Supplier*] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., [*brief description of goods and services*] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures*] (hereinafter called “the Contract Price”).

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Entity’s Notification of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier).

# Omnibus Sworn Statement

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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 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 of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for *[Name of the Project]* of the *[Name of the Procuring Entity]*;

*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 and/or to represent the *[Name of Bidder]* in the bidding as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)]*;

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;

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:* I am 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 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.

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 *[month]* *[year]* at *[place of execution]*, 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 *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her \_\_\_\_\_ No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_ day of *[month]* *[year]*.

**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. \_\_\_\_

Book No. \_\_\_\_

Series of \_\_\_\_



