DEPARTMENT OF ENERGY
(Kagawaran ng Enerhiya)
Energy Center, Rizal Drive Bonifacio
Global City, Taguig City, Philippines 1632

RFQ No.	RFQ-02-0101-2026-09-0561-1105-0184
Purchase Request No.:	02-0101-2026-09-0561

REQUEST FOR QUOTATION

Title of Procurement/End-user	**: (REPOSTING) PROCUREMENT OF CLOUD SUBSCRIPTION ENERGY DISASTER INFORMATION MANAGEMENT SYSTEM (EDIMS) / EPPB-PFRD**
Approved Budget for the Contract	**: Php 1,500,000.00**
Mode of Procurement	**: Small Value Procurement (Sec.34) R.A. 12009**
Award Criterion	**: LCRB/SCRB**
Bidding Terms	**: One (1) Lot**
Delivery Terms/Schedule	**: Based on the Terms of Reference**
Delivery Location	: Department of Energy Main Office, BGC Taguig City
Payment Terms	: Ninety-five percent (95%) of the total Contract Price shall be paid upon acceptance of the Cloud Subscription Certificate and submission of required billing documents. Payment shall be processed within fifteen (15) calendar days after the presentation and acceptance, subject to government accounting and auditing rules. The remaining five percent (5%) shall be retained as a performance retention and released upon the expiration of the subscription period, provided that no unresolved penalties, liquidated damages, or outstanding service obligations remain against the SP.

SUBMISSION OF PROPOSALS/ QUOTATION and RELATED DOCUMENTS SHOULD BE COLLATED AND SUBMITTED IN A ONE (1) PDF FILE FORMAT

Please quote your lowest price on the items/s listed below, subject to the compliance with the Terms of Reference and Specifications. Submit the quotation following the format of the Quotation Submission Form (Annex A) in a sealed envelope duly signed by your representative at the Procurement Management Division Office, Department of Energy, G/F-Annex Building, Energy Center, Rizal Drive cor. 34th Street, Bonifacio Global City, Taguig or through email at the following address: bacsecretariat@doe.gov.ph not later than **(09 November 2026, 3:00 PM)**. LATE SUBMISSION WILL NOT BE ACCEPTED.

Terms of Reference/Specifications				
	Description/ Specification:	Quantity	Unit Price	Total ABC
1.	**Cloud Subscription Energy Disaster Information Management System (EDIMS)** **I. BACKGROUND** The Energy Disaster Information Management System (EDIMS) is an online platform that will have a centralized, comprehensive, and unified database of energy infrastructures from the power generation, transmission, distribution, as well as the oil and gas sectors. This platform can be used for monitoring and generating situation reports before, during, and after disasters or emergencies. EDIMS relies on a secure, stable, and continuously available cloud infrastructure to ensure system availability, data integrity, and authorized access. EDIMS is also the online	Lot	1,500,000	1,500,000

	platform of the Energy Sector Emergency Operations Center (ESEOC). This system is included in the DOE Information Systems Strategic Plan (ISSP) CY2024-2026. The existing EDIMS cloud subscription will expire on 01 December 2026. To prevent service disruption and ensure uninterrupted operations, the Task Force on Energy Resiliency (TFER) intends to procure the renewal of its cloud subscription covering both the Production Environment and the Staging / Disaster Recovery (DR) Site for a period of one (1) year, commencing immediately upon expiry of the current subscription. **II. OBJECTIVES** The objectives of this engagement are to: 1. Ensure uninterrupted availability and reliable performance of the EDIMS through the renewal of its cloud infrastructure; 2. Maintain a secure hosting environment compliant with applicable government data protection and cybersecurity policies; 3. Establish clear service level agreements for system availability, incident response, and technical support; and 4. Procure cloud services that meet minimum technical requirements within the approved budget. **III. SCOPE OF WORK** The Service Provider (SP) shall provide a one-year cloud subscription inclusive of provisioning, hosting, monitoring, incident management, and technical support services. The subscription shall cover two (2) cloud server environments, namely the Production Environment and the Staging / DR Site, each maintained for twelve (12) months commencing from the effectivity date of the Cloud Subscription period. **A. Cloud Infrastructure Provisioning, Licensing, and Support Services** The SP shall provide a fully managed cloud infrastructure for EDIMS for a period of twelve (12) months commencing from the effectivity date of the subscription period. The service shall cover: 1) server hosting, 2) required software licenses, 3) security services, 4) backup solutions, and 5) technical support necessary to ensure continuous and secure system operations. **1. Server Hosting** The SP shall offer hosting services on suitable cloud server resources configured to meet the operational requirements of			

	EDIMS, covering both the Production Environment and the Staging / DR Site. **Production Environment (Application Server)** • Cloud Server Type: Virtual Cloud Server (Application) • Operating System Platform: Linux/Unix • CPU: At least four (4) core CPUs • RAM: At least eight (8) GB of memory • Storage: At least five hundred (500) GB usable Storage **Staging/Disaster Recovery (DR) Site (Database Server)** • Cloud Server Type: Virtual Cloud Server (Database) • Operating System Platform: Linux/Unix • CPU: At least four (4) core CPUs • RAM: At least eight (8) GB of memory • Storage: At least two hundred and fifty (250) GB usable Storage **2. Software Licensing and Third-Party Services** The SP shall provide all required third-party software licenses and services necessary for system operations, which may include, but are not limited to: • Map API services / Geographic Information System (GIS) software • SMS-based two-factor authentication • PHP protection software or equivalent license • Email API service • Business Intelligence (BI) online software • Cloud server security services • Backup software solution • Web push notification service • Weather data provider access All licenses and services shall be valid for the full duration of the subscription period. **3. Security Services** The SP shall provide cloud server security services to protect the EDIMS infrastructure against unauthorized access, cyber threats, and vulnerabilities throughout the subscription period. Security Services shall include, but not be limited to:			

	• Firewall and network security controls to restrict unauthorized traffic; • Intrusion Detection System (IDS) and Intrusion Prevention System (IPS) monitoring; • Monthly security patching and vulnerability management for server operating systems and software components; • SSL/TLS certificate management for encrypted data transmission; and • Access control and identity management to ensure only authorized personnel can access system resources. All security measures shall be compliant with applicable government cybersecurity policies and standards, including those issued by the Department of Information and Communications Technology (DICT) and the National Privacy Commission (NPC). **4. Backup Solutions** The SP shall provide a reliable backup solution to protect EDIMS data and ensure recoverability in the event of data loss, system failure, or disaster. A backup software solution or equivalent shall be provisioned and maintained for the duration of the subscription period, covering both the Production Environment and the Staging / DR Site. • Backup services shall include, but not be limited to: • Automated daily backups of server data and system configurations; • Secure offsite or cloud-based storage of backup copies; • Point-in-time recovery capability to restore data to a specific date and time; • Periodic backup integrity testing and verification; and • Documented recovery procedures aligned with the Disaster Recovery Site requirements. The recovery point objectives (RPO) shall not exceed twenty-four (24) hours, consistent with the automated daily backups required under this Section. The SP shall state in its quotation its committed recovery time objective (RTO) and backup retention schedule, which shall form part of the contract upon award.			

	5. Technical Support and Maintenance The SP shall provide flexible technical support services for server maintenance, software updates, configuration management, and troubleshooting throughout the subscription period. Support services shall comply with the incident management and service level requirements defined in this TOR. **B. Hosting and Availability** The SP shall ensure continuous and reliable hosting of the EDIMS cloud environments in accordance with the following minimum requirements: • Continuous hosting of the Production Environment and Staging / Disaster Recovery (DR) Site for the duration of the Subscription period; • Logical separation between the Production Environment and Staging / DR Site; • High availability of the Production Environment with a minimum uptime of 99.9% per month, in accordance with the Service Level Agreement (SLA); • Capability to drop and recreate the Staging / Disaster Recovery (DR) Site database, as required for maintenance or restoration purposes; • Regular system health checks and proactive monitoring. **C. Security and Data Protection** The SP shall implement and maintain security and data protection measures throughout the subscription period, covering at a minimum: • Protection of data confidentiality, integrity, and availability, including encryption of data at rest using AES-256 and encryption of data in transit using TLS 1.3 or higher; • Compliance with applicable government data privacy, cybersecurity, and information security policies; • Secure backup and recovery mechanisms supporting the DR site. **D. Technical Support, Maintenance, and Incident Management** The SP shall provide responsive technical support and incident management services in accordance with the following requirements: • Receive, log, investigate, and respond to reported issues, failures, or malfunctions; • Provision and maintenance of a server uptime monitoring tool throughout the subscription period;			

	• Timely response, investigation, and resolution of incidents in accordance with the agreed SLA; • Coordination with DOE-designated technical personnel for maintenance activities and issue resolution. **IV. ROLES AND RESPONSIBILITIES** This section defines the respective obligations of the Service Provider and the DOE under this Contract, including compliance with Service Level Agreement commitments. **A. Service Provider** The Service Provider shall: 1. Provide and maintain the cloud infrastructure in accordance with the approved technical specifications; 2. Ensure compliance with all Service Level Agreement commitments; 3. Provide incident management, including prompt reporting, diagnosis, and resolution of issues; 4. Assign qualified technical personnel responsible for cloud operations and support; 5. Submit required certifications and reports related to the cloud subscription; and 6. Deliver all services within the agreed contract duration and delivery schedule. **B. DOE** The DOE shall: 1. Designate authorized focal persons for coordination with the Service Provider; 2. Provide necessary system-related information to support service continuity; 3. Report any observed issues, failures, or malfunctions promptly to the SP to enable timely investigation and resolution; 4. Review and accept deliverables, including the Cloud Subscription Certificate; and 5. Process payments in accordance with applicable government accounting and auditing rules. **C. Service Level Agreement (SLA)** The SP shall provide technical support services on a 24/7 basis, Monday to Sunday, including public holidays, to ensure continuous coverage for the duration of the subscription period. Non-performance of the required responsibilities and non-compliance with the minimum performance standard can be considered as a ground for the imposition of liquidated damages and/or blacklisting as			

provided under the applicable provisions of Republic Act (RA) No. 12009, otherwise known as the New Government Procurement Act, its IRR or related issuances of the Government Procurement Policy Board.

Failure to meet the agreed response or resolution times without valid justification shall result in SLA penalties as specified under Section VIII of this TOR. Such penalties shall be deducted from amounts due to the SP, including from the five percent (5%) performance retention.

1. Incident Management Guidelines for Observed/Notified Application Issues

The response and resolution times under this Section apply to incidents within the cloud infrastructure, hosting, licenses, and services provided under this TOR. Where an incident originates from the EDIMS application code, the SP shall, within the applicable response time, log the incident, contain its effect on the hosted environment, and refer it to the DOE for resolution.

The SP shall adhere to the following investigation and response or resolution timelines:

Table 1. Incident Priority Levels, Response, and Resolution Times

Note: The SP shall adhere to the following response and resolution timelines from the time of notification by the DOE.

Priority Level	Response Time	Resolution Time
1 – Critical	Within 30 minutes	Within 60 minutes
2 – High	Within 60 minutes	Within 120 minutes
3 – Medium	Within 90 minutes	Within 240 minutes
4 – Low	Within 2 hours	Within 8 hours

Table 2. Priority Level Classifications

Priority Level	Description	Example Incident
1 – Critical	Issues involving data security or integrity compromise, complete system outages or major disruptions affecting the critical operations.	Cyberattacks, denial-of-service events, or system inaccessibility
2 – High	Issues that significantly impair system functions or business operations	Failure of submission, approval, or

	but have an available temporary workaround.	core transaction functions
3 – Medium	Issues causing operational inconvenience or reduced efficiency, with workaround available.	System slowness, report generation errors, or file upload/download failures
4 – Low	Minor issues with minimal impact on operations or system functionality	Typographical errors, formatting issues, or incorrect display labels

V. PROJECT DURATION AND TIMELINE

- Subscription Period: One (1) year
- Subscription Effectivity Date: 01 December 2026
- Subscription End Date: 30 November 2027
- Delivery of Cloud Subscription: On or before 01 December 2026

This schedule ensures continuity immediately following the expiration of the existing cloud subscription on 01 December 2026.

Where the cloud environment proposed by the SP requires the migration of the EDIMS Production Environment and the Staging / DR Site from the environment in which they are hosted as of the date of the quotation, the SP shall, at no additional cost to the DOE and within the ABC: (a) migrate the Production Environment and the Staging / DR Site, including all application files, databases, and configurations, and third-party service integrations, with no service interruption, and complete the migration on or before the Subscription Effectivity Date; (b) submit, within five (5) calendar days from receipt of the Purchase Order or Notice to Proceed, a Migration and Cutover Plan for DOE approval, covering the migration schedule, data validation procedure, rollback procedure, and DNS cutover; (c) conduct a parallel run and full data integrity validation, witnessed by DOE-designated personnel, prior to cutover; (d) ensure that all EDIMS functionalities, integrations, and user accounts operate in the same manner as in the environment prior to migration, as confirmed through DOE acceptance testing; (e) bear all cost related to the migration, including any additional licenses, tools, or personnel required; and (f) the migration being a material change to the EDIMS hosting environment, conduct, prior to cutover and at no additional cost to the DOE, a Vulnerability Assessment and Penetration Testing (VAPT) of the migrated Production Environment and Staging / DR Site, covering at a minimum the network, firewall, operating systems, server and database configurations,

	and externally exposed services, and submit to the DOE a VAPT report stating the methodology, findings, severity ratings, and remediation actions. All critical and high-severity findings within the cloud infrastructure, hosting, licenses, and services provided under this TOR shall be remediated and re-tested to confirm closure prior to cutover, while medium and low-severity findings shall be remediated within the period approved by the DOE. Findings that originate from the EDIMS application code shall be documented in the VAPT report and referred to the DOE for resolution. Where migration is required, the DOE shall not accept the Cloud Subscription Certificate until the migration has been completed and accepted by the DOE, and the VAPT report under item (f) has been submitted to the DOE with all critical and high-severity findings remediated and re-tested. Any delay in the completion of the migration, or any service interruption attributable to the migration, shall be subject to the liquidated damages and SLA penalties under Section VIII of this TOR. **VI. APPROVED BUDGET FOR THE CONTRACT (ABC)** The ABC for the procurement of the EDIMS Cloud Subscription Renewal is **PhP 1,500,000.00**, inclusive of all applicable taxes, fees, and charges. Where migration is required under Section V of this TOR, the quoted price shall include all costs of migration, and the quotation shall be accompanied by a preliminary migration plan and a signed undertaking to comply with the transition and migration requirements under the said Section. The SP shall meet the following minimum qualifications: (a) the data center or cloud platform on which the Production Environment and the Staging / DR Site will be hosted shall hold a current ISO/IEC 27001 certification; and (b) the SP shall have hosted at least one (1) production information system for a Philippine government agency that supports disaster risk reduction and management, emergency operations, or other services requiring continuous availability, with a defined RPO and RTO, within the last three (3) years. Each SP shall submit its quotation: (a) description of the cloud environment proposed for the Production Environment and the Staging / DR Site, stating where migration under Section V of this TOR is required; (b) a copy of the applicable ISO/IEC 27001 certificate of the data center or cloud platform proposed; (c) a copy of the contract, purchase order, or certificate of satisfactory performance for the system under item (b) of the qualifications, stating the nature of the system and its RPO and RTO. A quotation			

	that is not accompanied by these documents shall be considered non-responsive. **VII.PAYMENT SCHEDULE** Payment shall be made upon submission and acceptance of the Cloud Subscription Certificate and other required billing documents, as follows: Ninety-five percent (95%) of the total Contract Price shall be paid upon acceptance of the Cloud Subscription Certificate and submission of required billing documents. Payment shall be processed within fifteen (15) calendar days after the presentation and acceptance, subject to government accounting and auditing rules. The remaining five percent (5%) shall be retained as a performance retention and released upon the expiration of the subscription period, provided that no unresolved penalties, liquidated damages, or outstanding service obligations remain against the SP. **VIII.LIQUIDATED DAMAGES** If the SP fails to meet the agreed delivery schedule or service obligations as specified in this TOR, the DOE shall be entitled to liquidated damages as provided under the rules of RA 12009, its Implementing Rules and Regulations, and other related issuances. In addition to liquidated damages for delivery delay, SLA-related penalties shall be imposed for failure to meet the agreed incident response or resolution times without valid justification, equivalent to one-tenth of one percent (1/10 of 1%) of the total Contract Price for each calendar day, or a fraction thereof, by which the response or resolution exceeds the applicable time under Table 1. Such SLA penalties are separate from, and cumulative with, any liquidated damages for delivery delay, up to the maximum amount allowed under applicable procurement rules. All applicable penalties and liquidated damages shall be deducted from amounts due to the SP, including from the five percent (5%) performance retention, prior to its release. Where migration is required under Section V of this TOR, any interruption of the Production Environment attributable to the migration shall be subject to a penalty equivalent to one-tenth of one percent (1/10 of 1%) of the total Contract Price for each hour of interruption or a fraction thereof. This penalty is the penalty for service interruption referred to in Section V of this TOR, and is separate from, and cumulative with, the liquidated damages for delay in the completion of			

	the migration, up to the maximum amount allowed under applicable procurement rules. The SP shall post a performance security in the form and amount prescribed under RA 12009 and its Implementing Rules and Regulations prior to the issuance of the Purchase Order or Notice to Proceed. The performance security shall answer for the obligations of the SP under this TOR and is separate from the five (5%) performance retention under Section VII of this TOR. **IX. OWNERSHIP** All data, content, records, and reports generated, stored, or processed within the EDIMS environment under this cloud subscription and managed support engagement shall be and remain the sole property of the DOE. Any custom configurations, scripts, and documentations specifically developed for the DOE under this engagement shall likewise be owned by the DOE, together with all associated copyright and other intellectual property rights associated with the deliverables under this project. Nothing in this Section shall be construed to transfer to the DOE any ownership of the SP's pre-existing cloud platform, tools, or proprietary software, or of any third-party software, licenses, or services provided under this engagement, all of which shall remain the property of the SP or the respective third-party owners. The SP shall, however, ensure that the DOE is granted valid licenses to all such software and services for the full duration of the subscription period **X. CONFIDENTIALITY** All data or information received or gathered by the SP, its employees, and agents in the course of or in the performance of their obligations under this Contract shall be deemed and kept confidential. Such data or information shall not be used, copied, reproduced, or divulged by the SP, its employees or agents to any third party without the written consent of the DOE. This confidentiality requirement shall be made an essential condition by the SP in the hiring of its employees or agents. Further, this obligation on confidentiality shall survive and subsist even after the termination or cancellation of this Contract. Furthermore, the SP shall protect Confidential Information with reasonable precautions and in accordance with this Section and applicable laws, rules, and regulations. In no event shall the SP use DOE's Confidential Information to reverse engineer or otherwise develop products or services functionally equivalent to the products or services of DOE or Third-Party Owner.			

	The following shall not be considered Confidential Information: (a) Information which is or becomes part of public domain through no fault or act of the receiving party; (b) Information that has been independently developed by the receiving party without the use of or reliance on the disclosing party's Confidential Information; (c) Information which was provided to the receiving party by a third party with no duty of confidentiality to the disclosing party; or (d) Information which is required to be disclosed by law. Provided, however, prompt prior notice thereof shall be given to the party whose Confidential Information is involved. The SP agrees that the disclosure of any of the Confidential Information shall give rise to irreparable injury to the owner of Confidential Information, inadequately compensable in monetary damages. Accordingly, the DOE may seek injunctive relief against the breach or the threatened breach of the foregoing undertakings, in addition to any other legal remedies available. The SP shall submit to the DOE the names of all personnel who will have access to the EDIMS environments or the DOE data. Each of the said personnel shall sign a non-disclosure undertaking and shall be cleared in writing by the DOE before being granted access. The SP shall not replace or add personnel with such access without the prior written approval of the DOE, and shall revoke the access of any personnel within twenty-four (24) hours from separation, reassignment, or notice from the DOE.			

General Conditions:

1. Quotation shall be valid for sixty (60) days from submission
2. Sample/brochure of the item complying with the Specifications shall be submitted together with the quotation/proposal. Non-submission of actual sample/brochures in the proposal is a ground for disqualification. ***(As stated in the Terms of Reference/ Specifications)***
3. The following documents shall be attached/included in the submission of proposal/quotation:
   a) Mayor's / Business Permit
   b) PhilGEPS Registration Number/Certificate
   c) Income /Business Tax Return ***(For ABCs above 500k)***
   d) Omnibus sworn Statement (Annex C)
4. Payment is through LDDAP through a Government Servicing Bank (GSB) and will be processed upon final acceptance of the end users and submission of complete documents. If not a GSB should shoulder all associated Bank Transaction Fee.
5. The Supplier shall clearly state the company name and account name for payment.
6. The price quoted is inclusive of all taxes and other charges.
7. The Supplier shall receive the Notice of Award and Purchase Order/Notice to Proceed within the required time under RA 12009 otherwise the Supplier may be sanctioned under the provision of RA 12009 and its IRR.

Annex A - Department of Energy Suppliers Quotation Submission Form

Solicitation No. _____
Purchase Request No. _____

Please quote your lowest price on the item/s under the specific Request for Quotation, subject to the terms, conditions and specifications as stated in the RFQ. Submit the quotation following the format below in a sealed envelope duly signed by your representative not later than the time and date as indicated in the RFQ at the Procurement Management Division Office, Department of Energy, G/F-Annex Building, Energy Center, Rizal Drive cor. 34th Street, Bonifacio Global City, Taguig City. LATE SUBMISSION WILL NOT BE ACCEPTED.

Company Logo/Letterhead

Date :
Company Name :
Procurement Title :
Delivery Date/Delivery Terms : [No. of Days] calendar days upon receipt of Purchase Order
Delivery Location : Department of Energy Main Office, BGC Taguig City
Payment Terms :

Price Quotation:

Terms of Reference/Specifications				
Item No.	Description/ Specification:	Quantity	Unit Price	Total Bid
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

General Conditions:

1. Quotation shall be valid for sixty (60) days from submission
2. Sample/brochure of the item complying with the Specifications shall be submitted together with the quotation/proposal. Non-submission of actual sample/brochures in the proposal is a ground for disqualification. ***(As stated in the Terms of Reference/ Specifications)***
3. The following documents shall be attached/included in the submission of proposal/quotation:
    a) Mayor's / Business Permit
    b) PhilGEPS Registration Number
    c) Income / Business Tax Return
    d) Omnibus sworn Statement (Annex C)

4. Payment is through LDDAP through a Government Servicing Bank (GSB) and will be processed upon final acceptance of the end users and submission of complete documents. If not a GSB should shoulder all associated Bank Transaction Fee.
5. The Supplier shall clearly state the company name and account name for payment.
6. The price quoted is inclusive of all taxes and other charges.
7. The Supplier shall receive the Notice of Award and Purchase Order/Notice to Proceed within the required time under RA 12009, otherwise the Supplier may be sanctioned under the provision of RA 12009 and its IRR.

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

After having carefully read and accepted your Terms of Reference/Specification we are submitting our quotation/proposal on the items at prices indicated above.

Name and Signature of Authorize Representative _____

<u>Company Name/Business Name and Address</u> that will be used in the Notice of Award and Purchase Order/Notice to Proceed _____

Tel. No. / Cellphone No./ email address _____

Date _____

Omnibus Sworn Statement Form

[Note: The duly accomplished form shall be submitted with the Bid]

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

OMNIBUS SWORN STATEMENT

I, *[Name of Affiant]*, of legal age, *[Civil Status]*, *[Nationality]*, and with residence at [*Address of Affiant]*, after having been duly sworn in accordance with law, do hereby depose and state that:

1. *Select one, delete the others:*

   - *If sole proprietorship:* I am the sole proprietor or authorized representative of *[Name of Bidder]* with office address at *[Address of Bidder]*;

   - *If 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]*;

   - *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* I am the individual consultant or authorized representative of *[Name of Bidder]* with office address at *[Address of Bidder]*;

2. ***Select one, delete the others:***

   - *If 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 *[Project Title]* of the *[Name of the Procuring Entity][insert* "as supported by the attached duly notarized Special Power of Attorney" *for authorized representative]*;

   - *If 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 *[Project Title]* of the *[Name of the Procuring Entity]*, as supported by the attached duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable*;*

   - *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* As the individual consultant 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 *[Project Title]* of the *[Name of the Procuring Entity]*, as supported by the attached duly notarized Special Power of Attorney *for authorized representative*;

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;

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 others:*

   - *If sole proprietorship :* The *[Name of Bidder]* and its spouse are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

   - *If partnership :* The partnership itself and the partners of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

   - *If cooperative:* The cooperative itself and members of the board of directors, general manager, or chief executive officer of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

   - *If corporation, or joint venture:* The corporation or joint venture itself, and officers, directors, and controlling stockholders of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

   - *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* The individual consultant and its spouse are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

7. It is understood that failure to faithfully disclose its relationship with the Head of the Procuring Entity, members of the BAC, the TWG, and the BAC Secretariat, the head of the PMO or the end-user unit or implementing unit, and the project consultants of the Procuring Entity, or of the procurement agent by consanguinity or affinity up to the third civil degree, as well as its submission of beneficial ownership information containing false entries shall be subject to backlisting under Section 100 of the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009, without prejudice to criminal and civil liabilities under applicable laws, including their accessory penalties, if any.

Select one, delete the rest:

- *In case of corporations: [Name of Bidder]* declares its beneficial ownership information consistent with its updated General Information Sheet or Beneficial Ownership Declaration Form or any other document duly submitted to the SEC and has maintained a valid and updated file therein in compliance with Sections 20.2.9.1, 81, and 82 of the IRR of RA No. 12009.

- *In case of Foreign Bidders: [Name of Bidder]* submitted an appropriate equivalent document in English issued by the country of the bidder concerned in accordance with Section 20.2.9.2 of the IRR of RA No. 12009.

8. *[Name of Bidder]* complies with existing labor laws and standards; and

9. *[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 *[Project Title]*.

10. *[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.

11. In case advance payment was made or given to *[Name of Bidder]*, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability under existing laws.

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of ___, 20__ at _____, Philippines.

Duly authorized to sign the Bid for and behalf of:

[Insert Bidder's Name]

[Affiant's Signature over Printed Name]
[Position/Designation]
[Date]

JURAT

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. _____.

WITNESS MY HAND AND SEAL this ___ day of *[month] [year].*

NAME OF NOTARY PUBLIC
Notarial Commission No. _____
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 _____.