



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



BIDS AND AWARDS COMMITTEE

REQUEST FOR QUOTATION

The Insurance Commission invites all registered suppliers and interested parties to participate and submit their *lowest price* quotation for the **Procurement of an Electronic Signature Solution with 1-Year Subscription Period for the Insurance Commission**, subject to the terms and conditions stated in the Terms of Reference (TOR):

NAME OF PROJECT	Procurement of an Electronic Signature Solution with 1-Year Subscription Period for the Insurance Commission
REFERENCE NO./PR NO.	PR No. 2024-01-003
LOCATION	IC Building, 1071 United Nations Avenue, Ermita, Manila
APPROVED BUDGET FOR THE CONTRACT (ABC)	PhP 990,000.00 inclusive of VAT
DELIVERY PERIOD	Five (5) days upon receipt of the Notice to Proceed
MOD E OF PROCUREMENT	Small Value Procurement
DEADLINE OF SUBMISSION OF SEALED QUOTATION/S	19 January 2024

The sealed quotation may be submitted personally, through mail not later than **19 January 2024; 12:00 NN** to this Commission's **Actuarial Division** through the contact information provided below:

Contact Person: **Ms. Sophia Nicole R. Javal**
 IC Senior Insurance Specialist
Office Address: 2/F Insurance Commission Building
 1071 United Nations Avenue, Ermita, Manila
Telephone Nos.: (+632) 8-523-8462, local 121/140;
E-Mail: actuarial@insurance.gov.ph or
snr.javal@insurance.gov.ph


NYL CHRISTIN L. TUMAMING
 Officer-in-Charge
 Actuarial Division

TERMS OF REFERENCE

Procurement of an Electronic Signature Solution with 1-Year Subscription Period for the Insurance Commission

I. GENERAL AND SPECIFIC REQUIREMENTS

1. The **Solution Provider** shall provide the electronic signature solution, herein referred to as the **digital solution**, to the Insurance Commission (IC) for **1 YEAR** using the most secure and latest applicable technology and shall ensure strict compliance of the Republic Act No. 8792, or the Electronic Commerce Act of 2000 and its Implementing Rules and Regulations and Supreme Court of the Philippines' Rules on Electronic Evidence (REE). The Solution Provider must have the following **minimum qualifications**:
 - 1.1. Must be in existence for at least five (5) years in the Philippines with at least two (2) completed contracts with the government which are of the same or greater magnitude and complexity as the Insurance Commission's (IC) digital solution.
 - 1.2. Must have the capability to provide the digital solution that will allow the IC to execute its products/forms approval process and authentication services electronically while ensuring compliance with the requirements of electronic evidence rules and relevant provisions under the Electronic Commerce Act of 2000 to ensure the usability of the documents to be as good and legally binding as its paper form;
 - 1.3. Must have maintained at least five (5) certifications in various regulatory and industry standards for data privacy and information security assurance;
 - 1.4. Must have technical personnel to install, configure, and provide technical support from the implementation until the warranty period; and
 - 1.5. With office located within the vicinity of the National Capital Region.

II. SUBSCRIPTION REQUIREMENTS

1. The subscription license to be provided by the Solution Provider to IC shall have the following specifications:
 - 1.1. **Quantity:** Must be able to process **4,000 transactions**. The digital solution must be capable of processing multiple files/documents in one transaction without need of external application to combine the documents.
 - 1.2. **Number of Users:** Unlimited

III. MINIMUM SOLUTION SPECIFICATIONS

1. Documents

1.1. Extensive File Type Support

- 1.1.1. Supports virtually any type of document file type from most applications — like Microsoft Word, Excel, and PowerPoint — to ensure all important documents can be sent for signature.
- 1.1.2. Must recognize PDF documents and automatically tags form fields for data entry by signers. Supported file formats include .doc, .docx, .pdf, .xls, .xlsx, .txt, and many others.

1.2. PDF Form Conversion

- 1.2.1. Must have the capability to automatically recognize and convert the PDF fields to signer fields when uploading a PDF.

1.3. 20+ Standard and Custom Tags and Fields

- 1.3.1. Must have the capability to use standard tags to collect signatures, initials, names, titles, company names and other relevant information — or modify them for specific purposes and save them as custom tags for future use.
- 1.3.2. Available tags must include signatures, initials, names, titles, company names, text, numbers, dates, currency, notes and more.

1.4. Cloud Storage and Local Drive Integration

- 1.4.1. Can be integrated with some of the most widely used cloud Storage services, including SharePoint, Google Drive, Dropbox, Box, Evernote, Microsoft Office 365, Microsoft OneDrive, Egnyte and Citrix ShareFile.
- 1.4.2. Can be integrated with IC's local drives

1.5. Supplemental Documents

- 1.5.1. Senders must have the capability to include additional information, such as legal disclosures or terms and conditions for signer acknowledgment, as a different and distinct part of a transaction.
- 1.5.2. Signers must have the capability to easily view and accept the supplemental documents, as required by the sender, in this new streamlined signing experience.

1.6. Comments

- 1.6.1. Must have a real-time comment notification, as well as the ability to track and retain conversation history for transactions.

2. Data

2.1. Full Forms Functionality

- 2.1.1. Must offer robust form functionality including checkboxes, radio buttons, dropdown tags, and text, numeric and currency fields.

2.2. Third Party Data Fields

- 2.2.1. Must have the capability to link fields to data from other businesses and services. Data moves bidirectionally — from third-party system to the document and vice versa.

2.3. Data Validation

- 2.3.1. Must have the capability to restrict the type of data entered into any chosen field to reduce transactions that are "not good order" - eliminating data entry errors and document resending, Validation values include text, email, phone number date, 5-digit ZIP code, 9-digit ZIP code, social security number and regular expression masking.

2.4. Field Formatting and Logic

- 2.4.1. Must have the capability to automate document logic with advanced form and field validation capabilities. Use Conditional Fields to hide or reveal data that needs to be collected based on a signer's response to other fields. With Calculated Fields, values are dynamically calculated based on inputs to other fields.

2.5. Field and Document Markup

- 2.5.1. Must have the capability to enable certain fields to be editable by downstream signers.
- 2.5.2. Must have the capability to manage changes and requests the initials of other parties before accepting a change. The transaction history tracks all finalized changes.

2.6. Connect

- 2.6.1. Must have a feature that operates on a publisher-subscription model to provide real-time updates of document status and form data as the document progresses through actions to completion.

3. Workflow

3.1. Serial, Parallel, and Mixed Routing

- 3.1.1. Must have the capability to route documents to multiple users in serial, parallel and mixed sequencing to fit IC's ideal process, require users to sign one by one or allow them all to sign at the same time.

3.2. Templates

3.2.1. Must have the capability to prepare documents for rapid sending with reusable templates that save tags and field placement, workflow routing, and other settings. Templates standardize processes, reduce preparation time, and enable end-to-end automation of IC's businesses.

3.3. Bulk Send

3.3.1. Must have the capability to easily send the same document to large number of recipients. Simply import a list of signers and each will receive a unique copy to sign.

3.4. Recipient Permissions

3.4.1. Must have the capability to define the actions of each recipient in the workflow, like signing editing, requesting signer attachments, or simply approving a document.

3.5. Document Visibility

3.5.1. Must have the capability to give the sender full control over who sees each document. When sending multiple documents, restrict which signers can view and access each individual document to protect confidential information.

3.6. Correct Documents

3.6.1. Must have the capability to make changes to a document, even if incomplete. Change recipient information, add, edit, remove tags, or add and remove documents not yet signed.

3.7. Reminders and Notifications

3.7.1. Must have the capability to set up automated email reminders for signers to complete the signing process and add deadline notifications to expire untouched documents or transactions.

3.7.2. Must have a notification feature allowing user to receive, view, open, and redirect to a specific page for user-required action as well notification to show successful and unsuccessful transactions.

4. Authentication

4.1. Email-Based Authentication

- 4.1.1. Must have a built-in form of authentication which is email authentication. This ensures the only people signing are those invited by the sender to sign and have access to the email account.

4.2. Access Code Authentication

- 4.2.1. Must have the capability to require signers to provide a sender-generated code in order to open and sign their documents.

4.3. SMS Authentication

- 4.3.1. Must have the capability to authenticate via SMS text messaging, by sending a one-time passcode (OTP) that recipients must enter to access documents.

4.4. Phone Authentication

- 4.4.1. Must have the capability to require signers to call a phone number and enter their name and access code to review and sign documents.

4.5. Geolocation Capture

- 4.5.1. Must have the capability to know exactly where the signer signed the document.
- 4.5.2. Must have the capability to capture the GPS location of a document signature, whether it is from a home computer or from a mobile device.

5. Signature

5.1. Electronic Signature

- 5.1.1. Must ensure the highest levels of enforceability with eSignature.
- 5.1.2. Must have the capability to provide cloud-based electronic signature-based signing solutions to meet specific business needs.

5.2. Remote or In-Person Mobile Signing

- 5.2.1. Must have the capability that lets users to sign from any place on any device, whether that is from the user's office or home. Every signing experience must be flexible and configurable.

5.3. Mobile Applications

- 5.3.1. Must have a mobile application Compatible with iPad, iPhone, Android, iMac, or Windows device. Must be flexible that even if there is no mobile app installed, signers can easily sign documents from mobile web browser.

5.4. Web-based System

5.4.1. Must have a web-based system accessible to the latest version of different web browsers such as but not limited to Google Chrome, Mozilla Firefox, Microsoft Edge, and Apple Safari.

5.5. Accessibility

5.5.1. Must have an accessibility support that enables sight- and hearing-impaired signers to sign documents.

6. Services

6.1. Platform Availability

6.1.1. Must have 99.99% platform availability with no maintenance downtime

6.2. Original

6.2.1. Must have the capability to control, manage and share authoritative copies of the documents. Authoritative copies are unique, identifiable, and unalterable without detection.

6.3. Agreement Centralization and Visibility

6.3.1. Must have the capability to centralize documents across multiple repositories and accounts. A feature that renders envelope metadata and agreement content searchable so that users can be more efficient and thorough in document search and review

7. Assurance and Security

7.1. Must have security features for software and data vulnerability to prevent all methods of manipulation, tampering, access, and data exposure.

7.2. Must use Transport Layer Security (TLS) or Secure Sockets Layer (SSL), and Hyper Text Transfer Protocol Secure (HTTPS) to encrypt communications between the user and the web application server.

7.3. The user and system access credentials must be kept at the back-end and encrypted.

7.4. Must have a facility or dashboard to monitor all system-related updates.

8. Reporting

8.1. Real-Time Status

8.1.1. Must have the capability to track transactions in real time — every signature, approval and related recipient actions are logged and viewable.

8.2. Document, Recipient and Account Reports

8.2.1. Must have the capability to customize, run, export and print reports for the sender's account. A feature that reports on documents, recipients, and overall account activity

8.3. Data Export

8.3.1. Must have the capability to share data and statistics by exporting data from documents to an CSV file, ranging from a single data field to data from multiple documents.

9. Compliance

9.1. Tamper-sealed Documents

9.1.1. All documents must be digitally sealed with the industry standard technology, Public Key Infrastructure (PKI). This Tamper Seal indicates the electronic signature is valid and that the document has not been tampered with after it was downloaded.

9.2. Audit Trail

9.2.1. Must have the capability to track document through every step of the process. Must have the capability to maintain a complete, automated history of every activity, including login attempts, viewing, printing, sending, signing, or declining to sign a document.

9.3. Certification of Completion

9.3.1. Every signed document must have a certificate of completion that provides proof of the signing process to all parties of the transaction. This certificate includes information from the audit trail, illustrating who signed, timestamps detailing when and where each person signed, and the completed document itself.

9.4. Electronic Record and Signature Disclosure

9.4.1. Must have the capability to configure and update the Electronic Record and Signature Disclosure to be compliant with company policy. requiring signers to consent or re-consent to the Electronic Record and Signature Disclosure notice.

9.5. Watermark

9.5.1. Must have the capability to specify a custom watermark to differentiate draft documents from completed documents. The Watermark is displayed on all pages of all documents until the signing process is completed.

10. Retention

10.1. Email Archiving

10.1.1. Must have the capability to maintain a clear record of all transactions by sending a copy of every email interaction between the organization and signers to a secure email address that has been archived.

10.2. Document Retention Policies

10.2.1. Must have the capability to control the life of documents and enforce company policy related to document retention. Automatically purge documents after a specified period of time and notifies the users in advance of purging.

10.3. Authoritative Copy

10.3.1. Must have the capability to create and maintain a single copy of a document that is unique, identifiable, and unalterable without detection

10.4. Retrieve

10.4.1. Must have the capability to download envelopes, documents, and data for use with external systems. A feature that runs on system as a one-time request or on a recurring basis. Can be configured to specify file type and storage location.

11. Available

11.1. Trust Center

11.1.1. Must have the capability to provide information on how to safeguard data, certifications and tests, and updates and alerts.

11.2. Document Encryption

11.2.1. Must use AES 256-bit encryption to ensure documents in the system are encrypted at all times. Any unauthorized changes in the underlying document will be detected and identified as evidence of tampering.

11.3. Document Custody Management

- 11.3.1. Must have the capability to automatically reassign the document to a different user after a document has been signed, giving that user ownership, and removing access from the original sender.

11.4. Certifications

- 11.4.1. Must meet ISO27001, SOC 1, SOC 2 Type 2 and PCI Data Security standards
- 11.4.2. Must be FedRAMP Moderate authorized
- 11.4.3. Must have received approval for Binding Corporate Rules (BCRs) as both a data processor and data controller from the European Union Data Protection Authorities

11.5. Spam Protection

- 11.5.1. Must have the capability to protect IC and its users from scammers and spammers. This ensures that users can validate emails and notifications by utilizing an access code to access documents directly from the website.

12. International

12.1. Authoritative Copy

- 12.1.1. Must have the capability to allow users to automate and manage entire digital workflows while staying compliant with local and industry eSignature standards.

12.2. Global Time Zone Support

- 12.2.1. The digital solution must be available in any time zone. Any transaction is stamped with a universal time code that is converted to the local time zone specified.

12.3. Trusted Timestamp

- 12.3.1. Must ensure that all actions are accurately timestamped using a server-based time clock synchronized with the National Institute of Standards & Technology (NIST) atomic clock, helping to keep records and audit trail as accurate as possible.

12.4. Configurable User and Access Control

- 12.4.1. Must have the capability to add users and groups, and easily configure different permissions and privileges for them.

12.5. Delegated Administration

- 12.5.1. Must have a delegate administration that empowers IT, business analysts and others to administer specific functionality within accounts while maintaining maximum flexibility and control.

12.6. Feature Access Control

- 12.6.1. Must have the capability to control the account-wide settings of all users to ensure support for IC's policies.

12.7. Password Policies

- 12.7.1. Must have the capability to make sure all users have strong passwords to protect IC's private information. Set password strength requirements for users, including the number of days before expiration, format and more.

12.8. Company Branding

- 12.8.1. Must have the capability to reflect company brand on the emails and web pages the recipients see when completing documents. Add IC's logo, change colors and customize email copy and links.

12.9. Organization Administration

- 12.9.1. Must have an infrastructure that empowers user to better control and manage all the accounts and users in a single location. Keep the information secure with domain-level user administration, effortlessly manage users and permissions, even configure Single Sign-On (SSO) without assistance.

13. Additional Services

13.1. Support Plans

- 13.1.1. Must provide a variety of self-service resources and live support Free online resources, documentation and training are available to all customers. Additional levels of support maybe available for a fee

13.2. Professional Services

- 13.2.1. Must have professional services team that drives adoption, manages risk, and applies best practices to the digital solution.

13.3. Training/Education

13.3.1. Must provide online education—webinars, tutorials, certification and more.

13.4. Developer Center

13.4.1. Must have an online resource for developer tools, complete API documentation. and integration certification.

13.5. Updated Software

13.5.1. The latest version of the digital solution will be provided to IC with maintenance and support services.

13.6. Training

13.6.1. Conduct training for IC users on the use of the Digital Solution.

13.7. Warranty, Maintenance, and Technical Support

13.7.1. The Solution Provider shall provide local technical support (telephone and e-mail), upgrade and maintenance for the period covered. This shall include bug fixes, upgrade on both new version releases and maintenance releases.

13.7.2. Telephone and e-mail support shall be provided 24/7.

14. Schedule of Delivery

14.1. The Electronic Signature Solution must be delivered **FIVE (5) DAYS upon receipt of the Notice to Proceed.**

15. Confidentiality

15.1. The Solution Provider shall not reproduce, transcribe or disclose any information to third parties without prior written approval of the Insurance Commission, neither shall the Solution Provider retain any copy of any information and/or data involved in the project that belongs to the IC without its written consent. The Solution Provider shall be liable for any unlawful disclosure of any information based on applicable laws.

16. Terms of Payment

16.1. IC shall pay the Solution Provider the full amount upon acceptance of the required deliverables, subject to deduction of applicable taxes.

17. Approved Budget for the Contract

- 17.1. The approved budget amounts to **NINE HUNDRED NINETY THOUSAND PESOS (PHP990,000.00)** inclusive of all applicable government taxes and service charges. Prices must be quoted in Philippine Peso. Proposals exceeding the ABC shall not be considered.

18. Eligibility Requirements

- 18.1. All quotations must be typewritten in the company's letterhead.
- 18.2. The following shall comprise the other eligibility documents required for awarding of contract and must be attached upon submission of quotation:
- 18.2.1. Proof of Valid PhilGEPS Registration Certificate;
 - 18.2.2. Business Registration Certificate from Department of Trade and Industry (DTI), Securities and Exchange Commission (SEC) or Cooperative Development Authority (CDA), whichever is applicable, Provided, that companies with valid Platinum PhilGEPS Certificate of Registration may opt not to submit this requirement;
 - 18.2.3. Mayor's Business Permit;
 - 18.2.4. Tax Clearance Certificate and/or Latest Income/Business Tax Return;
 - 18.2.5. Notarized Omnibus Sworn Statement as amended under GPPB Resolution No. 22-2013 (template attached)
 - 18.2.6. Notarized Conformity with the Terms of Reference (TOR)
 - 18.2.7. Certification or written evidence of having satisfactorily supplied government agency/ies with the needed services.
- 18.3. All quotations shall be considered as fixed prices and shall not be subject to price escalation during the contract implementation.

IV. GENERAL CONDITIONS

1. All entries in the quotation must be typewritten in company's letterhead, duly signed by the supplier/dealer or its duly authorized representative.
2. Copy of the company's PhilGEPS Registration Certificate is required to be submitted along with the quotation.
3. The sealed quotation shall be submitted personally to the IC Actuarial Division, Second Floor, IC Building, 1071 United Nations Avenue, Ermita, Manila or through email at actuarial@insurance.gov.ph or snr.javal@insurance.gov.ph not later than **19 January 2024; 12:00 Noon**.
4. The bidder with the lowest calculated responsive bid shall be required to submit the following documents for verification and validation purposes:
 - a. Mayor's Business Permit
 - b. Latest Income Business Tax Return
 - c. Proof of PhilGEPS Registration Number
 - d. Notarized Omnibus Sworn Statement

The IC reserves the right to reject any or all Quotations/Bids, to annul the procurement process, to reject all Quotations/Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder(s), and to accept only the offer that is most advantageous to the Government.


NYL CHRISTIN L. TUMAMING
Officer-in-Charge
Actuarial Division

REPLY SLIP

Name of Supplier : _____
Address : _____

Business Permit No. : _____
Tax Identification No. : _____
PhilGEPS Registration No. : _____

The Insurance Commission invites all registered suppliers and interested parties to participate and submit their *lowest price* quotation for the **Procurement of an Electronic Signature Solution with 1-Year Subscription Period for the Insurance Commission**, subject to the terms and conditions stated in the Terms of Reference (TOR):

QTY	Unit	Item and Description		Total Cost
4,000	licenses	APT-0462	DocuSign Business Pro	<i>[Input here Total Cost]</i>
		APT-0018	SMS – Usage Subscription	
		APT-0075	Premier Support	
		License Validity	One (1) Year License Subscription	
Note:				
1. Total Cost should not exceed the Approved Budget of the Contract (ABC).				
2. Price quotation is inclusive of 12% VAT and other applicable taxes and charges.				
3. Printing will commence after IC has approved the Calendar Proofs from Supplier.				

In compliance with the TOR, certified true copies of the following required valid documents are enclosed:

- a. Mayor's Business Permit
- b. Latest Income Business Tax Return
- c. Proof of PhilGEPS Registration Number
- d. Notarized Omnibus Sworn Statement

 Signature Over Printed Name of Supplier/
 Authorized Representative

 Position/Designation

 Date

Conformity with TECHNICAL SPECIFICATIONS indicated in the Terms of Reference

(Name of Supplier) hereby undertakes that it shall **COMPLY** with the general requirements stated in the Terms of Reference.

Name and Signature of Authorized Official

Position

Date

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in _____, Philippines, this ___ day of _____, 20___, personally appeared:

Name	Government-Issued ID & No.	Issued on	Issued at
(SUPPLIER)			

known to me and to me known to be the same person who executed the foregoing instrument consisting of _____ (___) pages, including the page whereon this Acknowledgment is written, all pages signed by both parties and their instrumental witnesses, and they acknowledged before me that the same is their free and voluntary act and deed and that of the Corporation they represent.

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first above written.

Notary Public

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 20__.

Certification or written evidence of having satisfactorily supplied government agency/ies with the needed services.

Business Name : _____
Business Address : _____

Name of Contract/ Project Cost	1. Owner's Name 2. Address 3. Telephone Nos.	Nature of Work	Supplier's Role		1. Date Awarded 2. Date Started 3. Date of Completion	% of Accomplishment		Value of Outstanding Works / Undelivered Portion
			Description	%		Planned	Actual	
<u>Government</u>								

Submitted by : _____
(Printed Name & Signature)

Designation : _____
 Date : _____

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

1. *[Select one, delete the other:]*

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

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical

Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - 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]