

COMPLIANCE TO 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.

Item Number	Description	Quantity	Total	Delivered, (Calendar Days/Months)
1	Subscription to cloud-based project management tool	One (1) Lot	₱500,000.00	Subscription should be activated within fifteen (15) calendar days upon issuance of NTP

This is to certify that we hereby commit to comply and deliver all the above.

Name of the Representative of the Bidder: _____

Position: _____

Name of the Bidder: _____

COMPLIANCE TO TECHNICAL SPECIFICATIONS

Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.

ITEM NO.	SPECIFICATIONS	STATEMENT OF COMPLIANCE
1	Subscription to cloud-based project management tool	
	1. General	
	1.1. Subscription to cloud-based project management tool	
	1.1.1. Migration of existing JIRA server with 50 users to JIRA cloud which can be used simultaneously by 51 to to100 users.	
	1.1.2. Number of users: 51 up to 100 users	
	1.2. With an allotment of at least 250 GB storage	
	1.3. Subscription period is twelve (12) months	
	1.4. The specifications written herein are of minimum requirements, unless otherwise stated	
	2. Features	
	2.1. Has pre-defined workflows suitable for software development projects but also allows custom workflows	
	2.2. With Scrum and Kanban dashboards but also offers customized dashboards	
	2.3. Able to track progress of projects	
	2.4. Has extensive reporting feature to check progress of projects and sprints	
	2.5. With powerful search engine to easily search for issues/tickets	
	2.6. Accessible via computer and mobile devices	
	2.7. Has access to plug-and-play add-ons i.e., development tools, can integrate with other software development tools such as test case managers	
	3. Technical Support Service	
	3.1. Should provide assistance in migrating existing JIRA database to the cloud-based platform	
	3.2. Technical support should be available at least 8 hrs from Monday to Friday and has the following response time: Application is down - 2 business hrs; Serious degradation - 6 business hrs; Moderate impact - 1 business day; Low impact - 1-2 business days	
	3.3. End-user must be able to request technical support by phone, email, or through a website	
	3.4. With readily accessible documentations/instruction manuals	
	4. Warranty Service	

	4.1. Access to version upgrades, new releases, bug fixes, and critical security patches, if any, must be made available during the duration of the subscription	
	5. Notes	
	5.1. Subscription should be activated within 15 days upon release of NTP	
	5.2. Price is inclusive of government tax	
	5.3. Charging: ASTI-GAA under IT Support project	

Bid Form for the Procurement of Goods
[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

To: *[name and address of Procuring Entity]*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Purpose of Commission or gratuity
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_____	_____
_____	_____
_____	_____

(if none, state "None")]

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 Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Price Schedule for Goods Offered from Abroad
[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. _____ Page ___ of ___

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Price Schedule for Goods Offered from Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page _____ of _____

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

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

BID SECURING DECLARATION **Project Identification No.: *[Insert number]***

To: *[Insert name and address of the Procuring Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of *[month]* *[year]* at *[place of execution]*.

*[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]

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]

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of [month] [year] at [place of execution].

*[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]

Single Largest Completed Contract

Within three (3) years from the date of submission of bids which is similar in nature and the amount of which should be equivalent to at least fifty percent (50%) of the ABC.

Please fill out the required information below:

1	Name of Contract :	
2	Date of Contract :	
3	Contract Duration :	
4	Owner's Name :	
5	Owner's Address :	
6	Kinds of Good / Services :	
7	Amount of Completed Contract/s:	
8	Date of Delivery :	
9	Official Receipt / Sales Invoice No. :	

NOTE:

The bidder shall:

1. For #7, the amount of the completed contracts can be adjusted by the Bidder to the current prices using PSA's consumer price index, if necessary, for the purpose of meeting the SLCC Requirement.
2. It is required for the Bidder to submit **one** of the following documents:
 - a. Official Receipt;
 - b. Sales Invoice; or
 - c. Statement of End-user's Acceptance with Contract Amount.

Choose only **one** to submit, not all.

3. For #9, indicate the Official Receipt or Sales Invoice No. of the supporting document attached, for easier reference. If the Bidder opts to submit a statement of end-user's acceptance, indicate not applicable.

Computation of Net Financial Contracting Capacity

This is to certify that our **Net Financial Contracting Capacity (NFCC)** is **Philippine Pesos** _____ (_____ PhP) which is at least equal to the Approved Budget for the Contract (ABC). The amount is computed as follows:

NFCC = [(Current assets minus current liabilities) **(15)**] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

Issued this _____ day of _____, 2021.

NOTES:

1. The values of the bidder's current assets and current liabilities be based on the latest Audited Financial Statements which includes the data submitted to BIR through its Electronic Filing and Payment System.
2. Value of all outstanding or uncompleted contracts refers those listed in your Statement of All its Ongoing Government and Private Contracts.
3. The detailed computation using the required formula must be shown as provided above.

Statement of Ongoing Government and Private Contracts

Example:

No.	Contract Name	Contract Date & Contract Duration	Owner's name & address	Kinds of Goods / Services	Amount of Contract	Value of Outstanding Contract	Date of Delivery	Government or Private ("G" or "P")
1	XYZ Plan	01 Jan 2017, 5 Years	Juan Dela Cruz, Quezon City	Subscription Service	P99,000,000.00	P38,000,000.00	02 Jan 2017	G
Total Value of All Outstanding Contracts: P38,000,000.00								

No.	Contract Name	Contract Date & Contract Duration	Owner's name & address	Kinds of Goods / Services	Amount of Contract	Value of Outstanding Contracts	Date of Delivery	Government or Private ("G" or "P")
1								
2								
3								
4								

Total Value of All Outstanding Contracts:

NOTE: Supporting documents are **not** required.

Service Level Agreement for the Supply and Delivery of One (1) Lot Subscription to Cloud-based Project Management Tool

1. Introduction

- 1.1. This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between **<insert Company Name>** (herein referred to as “**Service Provider**”) and the **Advanced Science and Technology Institute** (herein referred to as “**DOST-ASTI**”) for the provisioning of IT services required to support and sustain their supplied product or service (“System”).
- 1.2. This Agreement shall be in effect for **one (1) year** or until the SLA is renegotiated after the date of end-user acceptance is determined.

2. Service Agreement

- 2.1. The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement:
 - 2.1.1. Manned telephone support;
 - 2.1.2. Monitored email support;
 - 2.1.3. Remote assistance using remote desktop technology and a Virtual Private Network (VPN) where available; and
 - 2.1.4. Hardware repair and replacement.

3. Service Management

- 3.1. Service Support Channels
 - 3.1.1. In the event that a software or hardware failure should develop during the ongoing support of this Agreement, and qualified technicians of DOST-ASTI cannot resolve it, the DOST-ASTI must in the first instance contact **<Name of Company>** support services, either:
 - 3.1.1.1. By telephone or cellphone on **<telephone-number>**; or
 - 3.1.1.2. By creating a new online Support Ticket at **<URL>**; or
 - 3.1.1.3. By email at **<email-address>**.
 - 3.1.2. The qualified technician of the DOST-ASTI will have the following information and materials ready when reaching out to the technical support team:
 - 3.1.2.1. The invoice and/or serial number of the System exhibiting a problem;
 - 3.1.2.2. The version of the operating System currently being used;
 - 3.1.2.3. The names and models of any peripheral devices attached to the System;
 - 3.1.2.4. The names and model numbers of any components added to the System since the original invoice;
 - 3.1.2.5. The type of error message that appears when the fault occurs, work activity performed when the error occurred, and the procedure/steps attempted to solve the problem;
 - 3.1.2.6. Access to the System; and
 - 3.1.2.7. In the event that the problem or fault is not resolved remotely, the Service Provider must dispatch a service technician to attend the System on location to diagnose and, in its sole discretion, repair and/or replace the System, in accordance with the terms set out below.
- 3.2. Service Availability
 - 3.2.1. Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components:

- 3.2.1.1. Telephone support: 9:00 A.M. to 5:00 P.M. Monday – Friday (except official holiday)
 - 3.2.1.1.1. Calls received out of office hours will be forwarded to a mobile phone and best efforts will be made to answer / action the call.
- 3.2.1.2. Email support: Monitored 9:00 A.M. to 5:00 P.M. Monday – Friday (except official holidays)
 - 3.2.1.2.1. Emails received outside of office hours will be collected and addressed on the next business day.
- 3.2.1.3. Onsite assistance guaranteed within 72 hours during the business week
 - 3.2.1.3.1. If the attendance of a service technician was insufficient to determine a resolution to the problem or fault, the Service Provider must indicate, through any representation, a definitive timeline of the repair or replacement required to restore the System to normal operations to the DOST-ASTI.

3.3. Service Requests

- 3.3.1. In support of services outlined in this Agreement, the Service Provider will respond to service-related incidents and/or requests submitted by the DOST-ASTI within the following time frames:
 - 3.3.1.1. Zero (0) to eight (8) hours (during business hours) for issues classified as High priority severity level;
 - 3.3.1.2. Within forty-eight (48) hours for issues classified as Medium priority;
 - 3.3.1.3. Within five (5) working days for issues classified as Low priority; and

Severity Level	Definition
High Priority	Complete loss of user productivity
Medium Priority	Issue does not significantly impact current user productivity
Low	Issue requires minor investigation or monitoring; Request for training or information

- 3.3.2. Remote assistance or on-site service will be provided in-line with the above timescales dependent on the priority of the support request.

4. Repair and Replacement

- 4.1. Standard and Extended Limited Warranty
 - 4.1.1. The Service Provider guarantees that the System is free from defects in materials and workmanship during the duration of this Agreement.
- 4.2. Advanced Parts Replacement
 - 4.2.1. The System must be supplied with a 30-calendar day (from date of end-user acceptance) return for advanced replacement on dead-on-arrival (DOA) parts and components.
- 4.3. Customer Replaceable Parts
 - 4.3.1. The Service Provider may in due performance of the Services, and at its sole discretion, elect to send replacement parts which can easily be replaced by the Customer, under the direction of a Service Provider technician if required (“Customer Replaceable Parts”).
 - 4.3.2. Customer Replaceable Parts include, but are not limited to, Hot Swappable Hard Drives and Redundant Power Supply Modules.

- 4.3.3. The service provider shall arrange the collection or disposal of all defective System parts which are replaced by Customer Replaceable Parts. The defective System Parts may be collected or disposed of on a different date to delivery of the Customer Replaceable Parts.

5. Excluded Parts and Coverage

- 5.1. The Agreement does not apply to any unavailability, suspension, or termination of the System, or any other System performance-related issues cause by the following reasons:
 - 5.1.1. Batteries;
 - 5.1.2. Any maintenance, alteration, modification or adjustment performed by persons other than Service Provider or its employees or agents other than those authorized by the Service Provider;
 - 5.1.3. The serial number on the System, components or accessories has been altered, cancelled or removed;
 - 5.1.4. The warranty seals have been broken or altered;
 - 5.1.5. Damage to the System caused by war, terrorism, fire, accident, natural disaster, movement, intentional or accidental misuse, abuse, neglect or improper maintenance, liquid, use under abnormal conditions, obsolescence, rust, change in color, texture or finish, wear and tear, gradual deterioration;
 - 5.1.6. Fraud, theft, unexplained disappearance or willful act;
 - 5.1.7. Damage (accidental or other) to the System that is cosmetic, meaning damage that does not impact the operation and functioning of the System;
 - 5.1.8. Damage to the System caused by improper installation or improper connection to a network or peripheral device such as printer, optical drive, network card, or USB device;
 - 5.1.9. Damage to the System caused by any failure, interruption or surge in electrical power or its related infrastructure connected to the System;
 - 5.1.10. Damage to the System resulting from use outside of the operation or storage parameters or environment detailed in the System User's Manual;
 - 5.1.11. Damage to the System resulting from use of parts not manufactured or sold by the Service Provider;
 - 5.1.12. Damage to or loss of any program, data or removable storage media, or if there are costs involved in recovering any program or data;
 - 5.1.13. Damage to the System caused by third party software or viruses; and
 - 5.1.14. Software or data loss that may occur during repair or replacement of the System. Software and data backup is the sole responsibility of the end-user.

Conforme:

Name:
Title:
Company Name:
Date: