



PhilGEPS

Philippine Government Electronic Procurement System

Central Portal for
Philippine Government
Procurement Opportunities

[Help](#)

Bid Notice Abstract

Request for Quotation (RFQ)

Reference Number 10006851
Procuring Entity MARITIME INDUSTRY AUTHORITY (MARINA)
Title PROCUREMENT OF SERVICE PROVIDER FOR THE COMPREHENSIVE REPAIR AND PREVENTIVE MAINTENANCE SERVICE (PMS) OF THE X-RAY BAGGAGE SCANNER AND WALK THROUGH SCANNER / METAL DETECTOR FOR MCO (2ND POSTING)
Area of Delivery Metro Manila

Solicitation Number:	2023-03-120	Status	Pending
Trade Agreement:	Implementing Rules and Regulations		
Procurement Mode:	Negotiated Procurement - Small Value Procurement (Sec. 53.9)	Associated Components	1
Classification:	Goods - General Support Services		
Category:	Security Surveillance and Detection Equipment	Bid Supplements	0
Approved Budget for the Contract:	PHP 93,333.00		
Delivery Period:	5 Month/s	Document Request List	0
Client Agency:			
Contact Person:	ATTY. SHARON L. DE CHAVEZ - ALEDO The BAC Chairperson c/o BAC Office, 10th Floor, MARINA Bldg. A. Bonifacio Drive cor. 20th Street, Port Area Manila Metro Manila Philippines 1018 63-2-85246518 bacsec@marina.gov.ph	Date Published	04/08/2023
		Last Updated / Time	03/08/2023 14:33 PM
		Closing Date / Time	08/08/2023 12:00 PM

Description

PROCUREMENT OF SERVICE PROVIDER FOR THE COMPREHENSIVE REPAIR AND PREVENTIVE MAINTENANCE SERVICE (PMS) OF THE X-RAY BAGGAGE SCANNER AND WALK THROUGH SCANNER / METAL DETECTOR AT THE MARINA CENTRAL OFFICE (2ND POSTING)

Please see attached files or you may visit <https://marina.gov.ph/small-value-procurement/>

Quotations, including documentary requirements, received after the deadline shall not be accepted. For quotations submitted via electronic mail, the date and time of receipt indicated in the e-mail shall be considered.

Thank you.

Created by ATTY. SHARON L. DE CHAVEZ - ALEDO



Republic of the Philippines
DEPARTMENT OF TRANSPORTATION



MARITIME INDUSTRY AUTHORITY

REQUEST FOR QUOTATION

DATE: _____

Name of Company : _____

Address : _____

Business Permit Number : _____

Company TIN : _____

PhilGEPS Registration Number (required): _____

Name of Representative & Designation : _____

The **Maritime Industry Authority (MARINA)** through its Bids and Awards Committee (BAC), intends to **PROCURE A SERVICE PROVIDER FOR THE COMPREHENSIVE REPAIR AND PREVENTIVE MAINTENANCE SERVICE (PMS) OF THE X-RAY BAGGAGE SCANNER and WALK THROUGH SCANNER/METAL DETECTOR AT THE MARINA CENTRAL OFFICE BUILDING** in accordance with Section 53.9 (Negotiated Procurement – Small Value Procurement) of the Updated 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184. The Approved Budget for the Contract (ABC) is **Ninety-Three Thousand Three Hundred Thirty-Three Pesos (P 93,333.00)**. The period for the performance of the obligations shall not go beyond of the appropriations for this Procurement Project.

Please quote your **best offer** for the item/s described herein, **subject to the Terms and Conditions** provided at the last page of this Request for Quotation (RFQ). Submit your quotation duly signed by your representative **not later than 08 August 2023** at the MARINA BAC Office located at 10th Floor MARINA Building, Bonifacio Drive cor., 20th Street, Port Area, Manila, Philippines.

A copy of your **DTI Business Registration, CDA Registration, or SEC Certificate, Updated Business/Mayor's Permit, PhilGEPS Registration Number, Income/Business Tax Return and Omnibus Sworn Statement** are required to be submitted along with your signed quotation/proposal.

For any clarification, you may contact Ms. Ellerie Torrente or Ms. Kristen Nicole Velasco at telephone no. **(+632) 8524-6518** or email address at bacsec@marina.gov.ph


ATTY. SHARON L. DE CHAVEZ-ALEDO
BAC Chairperson

BIDS AND AWARDS COMMITTEE

A. Bonifacio Avenue corner 20th Ave. corner Railroad Street, South Harbor, Port Area, Manila

(+632) 8524-6518 | marina.gov.ph | bacsec@marina.gov.ph

INSTRUCTIONS:

- (1) Accomplish this RFQ correctly and accurately.
- (2) Do not alter the content of this form in any way.
- (3) All technical specifications are mandatory. Failure to comply with any of the mandatory requirements will disqualify your quotation.
- (4) Failure to follow these instructions will disqualify your entire quotation.

Supplier must state here either **"Comply"** or any equivalent term in the column "Supplier's Statement of Compliance" against each of the individual parameters of each specification. Please quote your **best offer** for the item/s below. Please do not leave any blank items. Indicate **"0"** if item being offered is for free.

After having carefully read and accepted the Terms and Conditions in the Request for Quotation, hereunder is our quotation for the item/s as follows:

S P E C I F I C A T I O N S

PROCUREMENT FOR A SERVICE PROVIDER FOR THE COMPREHENSIVE REPAIR AND PREVENTIVE MAINTENANCE SERVICE (PMS) OF THE X-RAY BAGGAGE SCANNER and WALK THROUGH SCANNER/METAL DETECTOR AT THE MARINA CENTRAL OFFICE BUILDING				
Item	Description	Supplier's Statement of Compliance	Unit Cost (Vat Inclusive)	Total Cost (Vat Inclusive)
1 lot	<p>SCOPE OF WORK</p> <p>The Contractor shall have to perform the following activities:</p> <ol style="list-style-type: none"> a. The Contractor shall be required to conduct monthly preventive maintenance service of the X-RAY BAGGAGE SCANNER MACHINE and WALK-THROUGH SCANNER/ METAL DETECTOR installed in the MARINA Central Office building. b. The Contractor shall maintain and repair all non-functional components, software/program, systematically examine, clean, lubricate, adjust, apply rust protective paint, and repair/replace parts of the machines specified above. Replacement of parts (if any) may be chargeable subject to MARINA's approval; c. The Contractor shall supply standby technicians, tools, gadgets, and equipment necessary to carry out its duties and responsibilities. 			

	<p>d. The Contractor shall ensure timely delivery and installation, and sufficient access to spare parts for the repair of the X-RAY BAGGAGE SCANNER MACHINE and WALK THROUGH SCANNER/ METAL DETECTOR.</p> <p>e. The Contractor shall respond immediately or within twenty-four (24) hours without additional charge to MARINA's report of any X-RAY BAGGAGE SCANNER MACHINE and WALK THROUGH SCANNER/ METAL DETECTOR malfunction, inoperability.</p> <p>f. The Contractor shall not make any changes or alterations to the existing software program, mechanical equipment, circuits, circuit wiring, or sequencing, nor alter the original circuit or wiring design without the prior consent of MARINA.</p> <p>g. The Contractor nor the MARINA will not allow any third party to do any repair work or replace any part or component of the subject equipment without written consent/approval of both parties.</p> <p>h. Maintenance records shall include repair work performed, preventive Maintenance activity, spare parts utilized, and any modifications to the equipment whether charged to MARINA or not, and /or emergency services.</p>			
--	--	--	--	--

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

Signature over Printed Name

Position/Designation

Office Telephone No.

Fax/Mobile No.

Email Address/es

This schedule of requirements stipulates the period of delivery of the items covered by the RFQ to the official address of the procuring entity. Deliveries should be made within office hours and on regular working days or on the date as may be stipulated in the contract.

SCHEDULE OF REQUIREMENTS

PROCUREMENT FOR A SERVICE PROVIDER FOR THE COMPREHENSIVE REPAIR AND PREVENTIVE MAINTENANCE SERVICE (PMS) OF THE X-RAY BAGGAGE SCANNER and WALK THROUGH SCANNER/METAL DETECTOR AT THE MARINA CENTRAL OFFICE BUILDING			
Item	Description	Delivery Term	Bidders Statement of Compliance in Delivery Date
	<p>CONTRACT TERM</p> <p>a. The term of the Service Agreement shall be from August to December 2023 effective upon receipt of the Notice to Proceed by the winning bidder.</p> <p>b. MARINA shall have the sole option to cancel/terminate the contract at any time for violation of any of the terms and conditions thereof and/or if in its judgment, the service it has rendered is substandard and/or unsatisfactory;</p> <p>c. The service provider/contractor shall maintain a satisfactory level of performance throughout the term of the contract based on a prescribed set of performance criteria, which shall include, among others: (i) quality of service delivered; (ii) time management; (iii) management and suitability of personnel; (iv) contract administration and management; and (v) provision of regular progress reports</p>	Regular or monthly Preventive Maintenance Service shall be scheduled every last week of the month, based on the agreed day and time of the undertaking from Monday to Friday from 8:00 a.m. to 5:00 p.m.	
	<p>MARINA REQUIREMENTS</p> <p>Prospective bidders shall acquire/submit the following requirements/documents together with the quotation:</p> <p>a. Minimum of one (1) year in the X-RAY BAGGAGE SCANNER MACHINE and WALK-THROUGH SCANNER/ METAL DETECTOR repair and preventive maintenance service industry. (Photocopy of the contract entered by and between the bidder and previous or existing client to be submitted to MARINA)</p> <p>b. Service Provider must submit a Client Satisfaction Rating as proof of satisfactorily providing a similar</p>		

	<p>service with another government agency or private entity within one (1) year preceding the submission of the quotation. (Certification on Satisfaction Rating issued by a previous or existing client to be submitted to MARINA)</p>		
	<p>MARINA REQUIREMENTS and DOCUMENTS TO BE SUBMITTED</p> <p>Prospective bidders shall have to submit the following documents together with the Quotation:</p> <ol style="list-style-type: none"> 1. DTI Business Registration, CDA Registration, or SEC Certificate; 2. Valid PhilGEPs Registration/ PhilGEPs Registration Number; 3. Updated Business/Mayor's Permit; and 4. Omnibus Sworn Statement <ol style="list-style-type: none"> 4.1 To attach duly notarized Special Power of Attorney (If representing the owner of a sole proprietorship). 4.2 To attach duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable if representing a Partnership, Corporation, Cooperative, or Joint venture). 		

Signature over Printed Name

Position/Designation

Office Telephone No.

Fax/Mobile No.

Email Address/es

F I N A N C I A L O F F E R

PROCUREMENT FOR A SERVICE PROVIDER FOR THE COMPREHENSIVE REPAIR AND PREVENTIVE MAINTENANCE SERVICE (PMS) OF THE X-RAY BAGGAGE SCANNER and WALK THROUGH SCANNER/METAL DETECTOR AT THE MARINA CENTRAL OFFICE BUILDING	
Approved Budget for the Contract (ABC)	Total Offered Quotation
Ninety-Three Thousand Three Hundred Thirty-Three Pesos only (P93,333.00)	<div style="margin-bottom: 10px;">In words: _____ _____ _____</div> <div>In figures: _____ _____ _____ _____</div>

Terms of Payment:

The payment term is within thirty (30) days after issuance of the Billing Statement to MARINA with complete supporting documents.

Payment Details:

Banking Institution : _____

Account Number : _____

Account Name : _____

Branch : _____

Signature over Printed Name

Position/Designation

Office Telephone No.

Fax/Mobile No.

Email Address/es

TERMS AND CONDITIONS:

1. Bidders shall provide correct and accurate information required in this form.
2. Price quotation/s must be valid for a period of *thirty (30) calendar days* from the date of submission.
3. Price quotation/s, to be denominated in Philippine peso shall include all taxes, duties and/or levies payable.
4. Quotations exceeding the Approved Budget for the Contract shall be rejected.
5. Quotations, including documentary requirements, received after the deadline shall not be accepted. For quotations submitted via electronic mail, the date and time of receipt indicated in the e-mail shall be considered.
6. Award of contract shall be made to lowest calculated and responsive quotation (for goods and infrastructure) or, the highest rated offer (for consulting services) which complies with the minimum technical specifications and other terms and conditions stated herein.
7. Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by you or any of your duly authorized representative/s.
8. The item/s shall be delivered according to the requirements specified in the Technical Specifications.
9. The MARINA shall have the right to inspect and/or to test the goods to confirm their conformity to the technical specifications.
10. In case two or more bidders are determined to have submitted the Lowest Calculated Quotation/Lowest Calculated and Responsive Quotation, the MARINA-BAC shall adopt and employ "draw lots" as the tie-breaking method to finally determine the single winning provider in accordance with GPPB Circular 06-2005.
11. **Payment shall be processed after delivery and upon the submission of the required supporting documents, in accordance with existing accounting rules and regulations. Please note that the corresponding bank transfer fee, if any, shall be chargeable to the supplier's account.**
12. Liquidated damages equivalent to one tenth of one percent (0.1%) of value of the goods not delivered within the prescribed delivery period shall be imposed per day of delay. The MARINA shall rescind the contract once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract without prejudice to other courses of action and remedies open to it.

Signature over Printed Name

Position/Designation

Office Telephone No.

Fax/Mobile No.

Email Address/es

Signature over Printed Name

Position/Designation

TERMS OF REFERENCE (TOR)

PROCUREMENT OF A SERVICE PROVIDER FOR THE COMPREHENSIVE REPAIR AND PREVENTIVE MAINTENANCE SERVICE (PMS) OF THE X-RAY BAGGAGE SCANNER and WALK THROUGH SCANNER/METAL DETECTOR AT THE MARINA CENTRAL OFFICE BUILDING

1. RATIONALE

The Maritime Industry Authority (MARINA), a government agency under the Department of Transportation (DOTr) established pursuant to Presidential Decree (PD) no. 474 (1974) wishes to invite contractors to provide comprehensive repair and monthly Preventive Maintenance Service (PMS) for the year 2023 of the X-RAY BAGGAGE SCANNER MACHINE and WALK THROUGH SCANNER/ METAL DETECTOR installed at the MARINA Central Office building.

2. APPROVED BUDGET FOR THE CONTRACT (ABC)

The Approved Budget for the Contract for this project procurement is **Ninety Three Thousand Three Hundred Thirty-Three Pesos (P 93,333.00) for the year 2023 payable on a monthly basis** inclusive of all applicable national and local taxes. Chargeable to the FY 2023 General Appropriation Act (GAA).

3. OBJECTIVES

Ensure that the X-RAY BAGGAGE SCANNER MACHINE and WALK-THROUGH SCANNER/ METAL DETECTOR installed in the MARINA Central Office are working and operating in good condition for the security of all employees, officials, and stakeholders occupying/utilizing the building.

4. SCOPE OF WORK

The Contractor shall have to perform the following activities:

- a. The Contractor shall be required to conduct monthly preventive maintenance service of the X-RAY BAGGAGE SCANNER MACHINE and WALK-THROUGH SCANNER/ METAL DETECTOR installed in the MARINA Central Office building.
- b. The Contractor shall maintain and repair all non-functional components, software/program, systematically examine, clean, lubricate, adjust, apply rust protective paint, and repair/replace parts of the machines specified above. Replacement of parts (if any) may be chargeable subject to MARINA's approval;
- c. The Contractor shall supply standby technicians, tools, gadgets, and equipment necessary to carry out its duties and responsibilities.
- d. The Contractor shall ensure timely delivery and installation, and sufficient access to spare parts for the repair of the X-RAY BAGGAGE SCANNER MACHINE and WALK THROUGH SCANNER/ METAL DETECTOR.

- e. The Contractor shall respond immediately or within twenty-four (24) hours without additional charge to MARINA's report of any X-RAY BAGGAGE SCANNER MACHINE and WALK THROUGH SCANNER/ METAL DETECTOR malfunction, inoperability.
- f. The Contractor shall not make any changes or alterations to the existing software program, mechanical equipment, circuits, circuit wiring, or sequencing, nor alter the original circuit or wiring design without the prior consent of MARINA.
- g. The Contractor nor the MARINA will not allow any third party to do any repair work or replace any part or component of the subject equipment without written consent/approval of both parties.
- h. Maintenance records shall include repair work performed, preventive Maintenance activity, spare parts utilized, and any modifications to the equipment whether charged to MARINA or not, and /or emergency services.

5. CONTRACT TERM

- a. The term of the Service Agreement shall be from **August to December 2023** effective upon receipt of the Notice to Proceed by the winning bidder.
- b. MARINA shall have the sole option to cancel/terminate the contract at any time for violation of any of the terms and conditions thereof and/or if in its judgment, the service it has rendered is substandard and/or unsatisfactory;
- c. The service provider/contractor shall maintain a satisfactory level of performance throughout the term of the contract based on a prescribed set of performance criteria, which shall include, among others: (i) quality of service delivered; (ii) time management; (iii) management and suitability of personnel; (iv) contract administration and management; and (v) provision of regular progress reports;

6. SERVICE SCHEDULE

Regular or monthly Preventive Maintenance Service shall be scheduled every last week of the month, based on the agreed day and time of the undertaking from Monday to Friday from 8:00 a.m. to 5:00 p.m.

7. MARINA REQUIREMENTS

Prospective bidders shall acquire/submit the following requirements/documents **together with the quotation:**

- a. Minimum of one (1) year in the X-RAY BAGGAGE SCANNER MACHINE and WALK-THROUGH SCANNER/ METAL DETECTOR repair and preventive maintenance service industry. **(Photocopy of the contract entered by and between the bidder and previous or existing client to be submitted to MARINA)**
- b. Service Provider must submit a Client Satisfaction Rating as proof of satisfactorily providing a similar service with another government agency or private entity within

one (1) year preceding the submission of the quotation. (Certification on Satisfaction Rating issued by a previous or existing client to be submitted to MARINA)

8. MARINA REQUIREMENTS and DOCUMENTS TO BE SUBMITTED


Prospective bidders shall have to submit the following documents together with the Quotation:

1. DTI Business Registration, CDA Registration, or SEC Certificate;
2. Valid PhilGEPS Registration/ PhilGEPS Registration Number;
3. Updated Business/Mayor's Permit; and
4. Omnibus Sworn Statement
 - 4.1 To attach duly notarized Special Power of Attorney (If representing the owner of a sole proprietorship).
 - 4.2 To attach duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable if representing a Partnership, Corporation, Cooperative, or Joint venture).


9. PAYMENT TERM

The payment term is within thirty (30) days after issuance of the Billing Statement to MARINA with complete supporting documents.

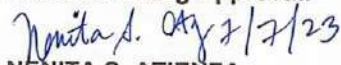
Prepared by:



RODOLFO R. DIAWA
Chief, GSD - MFAS
20 JUN 2023

Reviewed by:


BUENA G. RAMOS
IT Officer/IV, MISS as
Head TWG

Recommending Approval:


NENITA S. ATIENZA
Director II, MFAS


Atty. SHARON D. ALEDO
Director II, LS as
BAC Chairperson

APPROVED / DISAPPROVED:


ATTY. HERNANI N. FABIA
Administrator
3/21/23
SO# 887-23



Republic of the Philippines
Department of Transportation
MARITIME INDUSTRY AUTHORITY

PURCHASE REQUEST

Office: MFAS Division/Section: GSD		PR No.: 2023-03-120 SAI No.: 10 MAR 2023			
Item No.	Unit	Item Description	Qty	Unit Cost	Total Cost
1	lot	Procurement of a Service Provider for the Comprehensive Repair and Preventive Maintenance Service (PMS) of the X-Ray Baggage Scanner and Walk Through Scanner/Metal Detector at the MARINA Central Office Building	1		128,000.00
		xxxx-nothing follows-xxxx			
					128,000.00
Requisitioning Officer					
Signature:					
Printed Name:		RODOLFO R. DIAWA			
Designation:		CHIEF, GSD-MFAS			
Purpose		To ensure that the X-Ray Baggage Scanner Machine and Walk Through Metal Detector installed in the MARINA Central Office are working and operating in good condition.			
CERTIFICATION					
<input type="checkbox"/> FUNDS AVAILABLE		 Atty. MARIVIC S. RAMOS Chief, Budget Division			
<input type="checkbox"/> NO FUNDS AVAILABLE					
		<input checked="" type="checkbox"/> Approved		<input type="checkbox"/> Disapproved	
Signature:					
Printed Name:		Atty. HERNANI N. RABIA			
Designation:		Administrator			
Note: Please indicate specific purpose other than "for official use of the Office." (e.g. monthly regular supplies, as per APP. special projects, etc.)					

RECEIVED IN THE APP FY 2023
CERTIFIED BY:
MELLANIE T. BALIN
Chief, Administrative Officer

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]