



## Bid Notice Abstract

### Request for Quotation (RFQ)

**Reference Number** 8039054  
**Procuring Entity** MARITIME INDUSTRY AUTHORITY (MARINA)  
**Title** PROCUREMENT OF THE MONTHLY PREVENTIVE MAINTENANCE AND SERVICE (PMS) OF THE ESCALATORS AND ELEVATORS AT THE MARINA CENTRAL OFFICE BUILDING -4th Posting  
**Area of Delivery** Metro Manila

<b>Solicitation Number:</b>	2021-04-115	<b>Status</b>	<b>Pending</b>
<b>Trade Agreement:</b>	Implementing Rules and Regulations		
<b>Procurement Mode:</b>	Negotiated Procurement - Small Value Procurement (Sec. 53.9)	<b>Associated Components</b>	1
<b>Classification:</b>	Goods		
<b>Category:</b>	General Repair and Maintenance Services	<b>Bid Supplements</b>	0
<b>Approved Budget for the Contract:</b>	PHP 360,000.00		
<b>Delivery Period:</b>	30 Day/s	<b>Document Request List</b>	0
<b>Client Agency:</b>			
<b>Contact Person:</b>	VADM Rene V. Medina AFP (Ret) 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 2021marinabac@gmail.com	<b>Date Published</b>	30/09/2021
		<b>Last Updated / Time</b>	29/09/2021 09:54 AM
		<b>Closing Date / Time</b>	04/10/2021 13:00 PM

#### Description

PROCUREMENT OF THE MONTHLY PREVENTIVE MAINTENANCE AND SERVICE (PMS) OF THE ESCALATORS AND ELEVATORS AT THE MARINA CENTRAL OFFICE BUILDING -4th Posting

Please see attached file.

You may visit our website at [marina.gov.ph](http://marina.gov.ph) (under transparency tab)

**Created by** VADM Rene V. Medina AFP (Ret)  
**Date Created** 29/09/2021

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## MARITIME INDUSTRY AUTHORITY

### REQUEST FOR QUOTATION

The Maritime Industry Authority (MARINA) – Bids and Awards Committee (BAC), will undertake a Small Value Procurement for the **PROCUREMENT OF THE MONTHLY PREVENTIVE MAINTENANCE AND SERVICE (PMS) OF THE ESCALATORS AND ELEVATORS AT THE MARINA CENTRAL OFFICE BUILDING – 4<sup>TH</sup> POSTING** for FY 2021 in accordance with Section 53.9 of the 2016 Revised Implementing Rules and Regulation of Republic Act No. 9184

Please quote your **best offer** for the item 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 you or your representative **not later than (04 October 2021, 01:00 P.M.)** at the MARINA BAC Office, located at 10th Floor MARINA Building, Bonifacio Drive cor. 20th Street, Port Area, Manila, Philippines.

A copy of your **2021 Business/Mayor's Permit<sup>1</sup>**, **PhilGEPS Registration Number**, **Latest Income Tax Return**, and **Omnibus Sworn Statement<sup>2</sup>** are required to be submitted along with your quotation/proposal.

#### **Additional MARINA Qualification Requirements:**

1. Minimum five (5) years in the elevator and escalator maintenance and repair industry.
2. Have sufficient supervision, qualified service technician personnel, equipment and materials to address all MARINA's issues/concerns effectively (documents have to be submitted to MARINA).
3. Provide the required certification attesting to the operational integrity and safety of the machines as requisite to securing the necessary annual certificate to operate from the City Engineer's Office.
4. Certificate of Inspection of the elevators/escalators shall be processed by the service provider.
5. Certificate of Inspection of the elevators/escalators shall be processed by the service provider

For any clarification, you may contact us at [2021marinabac@gmail.com](mailto:2021marinabac@gmail.com) .

**VADM RENE V MEDINA AFP (RET)**  
MARINA BAC Chairperson

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<sup>1</sup> In case of recently expired Mayor's/Business permit, it shall be accepted together with its official receipt as proof that the Service Provider/Contractor has applied for renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted after award of contract but before payment in accordance with item 6.2 of Government Procurement Policy Board (GPPB) Resolution No. 09-2020.

<sup>2</sup> In case of Unnotarized Omnibus Sworn Statement, it shall be accepted, provided that the notarized Omnibus Sworn Statement shall be submitted after award of contract but before payment in accordance with item 6.3 of GPPB No. 09-2020.

DATE: \_\_\_\_\_

NAME OF COMPANY:  
ADDRESS:  
COMPANY ADDRESS:  
COMPANY TIN NUMBER:  
PHILGEPS REGISTRATION NUMBER:  
NAME OF REPRESENTATIVE & DESIGNATION:

**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.

Service Provider/Contractor must state here either “Comply” or any equivalent term in the column “Service Provider/Contractor Statement of Compliance” against each of the individual parameters of each specification.

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:

PROCUREMENT OF THE MONTHLY PREVENTIVE MAINTENANCE AND SERVICE (PMS) OF THE ESCALATORS AND ELEVATORS AT THE MARINA CENTRAL OFFICE BUILDING – 4 <sup>Th</sup> POSTING						
Code	Description				Service Provider/Contractor Statement of Compliance	
A	<b>SCOPE OF WORK</b> The prospective bidders/Contractor shall have to perform the following activities:					
	a) The Contractor shall be required to conduct once a month during regular working days in accordance with the existing government regulations, or more often as the need arises, including emergency calls at any time without additional cost to MARINA for the inspection and preventive maintenance of the following units specified below:					
		ELEVATOR 1	ELEVATOR 2	ELEVATOR 3 (SCENIC)	W.CHAIR LIFT	ESC 1 & ESC2
	Brand	KOYO ELEVATOR Co., LTD				
	Type/model	TWJ1150-1.5 (MRL)	TKJ630-1.5 (with MR)	TWJ1000-1.5	SJDO.34-3.5	KYS235-800-3500
	Use	Passenger	Passenger	Passenger/ Scenic	Passenger	Passenger
	No. of Units	One (1)	One (1)	One (1)	One (1)	Two (2)
	Capacity	1150 kgs	630 kgs (8 persons)	1000 kgs	340 kgs	7500 persons/hour
	Speed	90 meters/ minute	90 meters/ minute	90 meters/ minute	2-3 meters/ minute	30 meters/ minute
	No. of stops/ openings	Twelve (12) @ G,2 - 12	Twelve (12) @ G,2 - 12	Twelve (12) @ G,2 - 12	Two (2) @ G,2	
	Inclination Degree					
	Rise	35° Rise 3500 mm				
	b) The Contractor shall systematically examine, clean, lubricate, adjust, apply rust protective paint and repair/replace parts of all the machines specified above. Replacement of parts (if any) may be chargeable subject to MARINA’s approval;					
	c) The Contractor shall supply and standby technician tools, gadgets and equipment necessary to carry its duties and responsibilities.					
	d) The Contractor shall have available for timely delivery and installation, sufficient access to spare parts for the repair of elevators/escalators.					
	e) The Contractor shall provide twenty-four (24) hour service without additional charge and respond immediately to MARINA’s report of any escalator/elevator malfunction, inoperability or otherwise appear to constitute danger to users.					
	f) The Contractor shall not make any changes or alterations to the existing mechanical equipment, circuits, circuit wiring, or sequencing, nor alter the original circuit or wiring design without 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) Not more than one elevator or escalator shall be put out of service at one time for regular maintenance lubrication and servicing during regular office hours, Monday to Friday from 8:00 a.m. to 5:00 p.m.					
	i) 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.					
UNIT COST			TOTAL COST			

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



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

PROCUREMENT OF THE MONTHLY PREVENTIVE MAINTENANCE AND SERVICE (PMS) OF THE ESCALATORS AND ELEVATORS AT THE MARINA CENTRAL OFFICE BUILDING – 4 <sup>Th</sup> POSTING							
Code	Description					Delivery Date**	
A	<b>SCOPE OF WORK</b> The prospective bidders/Contractor shall have to perform the following activities:					<b>The term of the Service Agreement will be for the period of five months (5) months, from August to December 2021 effective upon receipt of the Notice to Proceed by winning bidder.</b>	
	a) The Contractor shall be required to conduct once a month during regular working days in accordance with the existing government regulations, or more often as the need arises, including emergency calls at any time without additional cost to MARINA for the inspection and preventive maintenance of the following units specified below:						
		ELEVATOR 1	ELEVATOR 2	ELEVATOR 3 (SCENIC)	W.CHAIR LIFT		ESC 1 & ESC2
	Brand	KOYO ELEVATOR Co., LTD					
	Type/model	TWJ1150-1.5 (MRL)	TKJ630-1.5 (with MR)	TWJ1000-1.5	SJDO.34-3.5		KYS235-800-3500
	Use	Passenger	Passenger	Passenger/ Scenic	Passenger		Passenger
	No. of Units	One (1)	One (1)	One (1)	One (1)		Two (2)
	Capacity	1150 kgs	630 kgs (8 persons)	1000 kgs	340 kgs		7500 persons/hour
	Speed	90 meters/ minute	90 meters/ minute	90 meters/ minute	2-3 meters/ minute		30 meters/ minute
	No. of stops/ openings	Twelve (12) @ G,2 - 12	Twelve (12) @ G,2 - 12	Twelve (12) @ G,2 - 12	Two (2) @ G,2		
	Inclination Degree						
	Rise	35° Rise 3500 mm					
	b) The Contractor shall systematically examine, clean, lubricate, adjust, apply rust protective paint and repair/replace parts of all the machines specified above. Replacement of parts (if any) may be chargeable subject to MARINA's approval;						
	c) The Contractor shall supply and standby technician tools, gadgets and equipment necessary to carry its duties and responsibilities.						
	d) The Contractor shall have available for timely delivery and installation, sufficient access to spare parts for the repair of elevators/escalators.						
	e) The Contractor shall provide twenty-four (24) hour service without additional charge and respond immediately to MARINA's report of any escalator/elevator malfunction, inoperability or otherwise appear to constitute danger to users.						
	f) The Contractor shall not make any changes or alterations to the existing mechanical equipment, circuits, circuit wiring, or sequencing, nor alter the original circuit or wiring design without 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) Not more than one elevator or escalator shall be put out of service at one time for regular maintenance lubrication and servicing during regular office hours, Monday to Friday from 8:00 a.m. to 5:00 p.m.						
	i) 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.						

CONTRACT TERM
a) The term of the Service Agreement will be for the period of three (3) months, from October to December 2021 effective upon receipt of Notice to Proceed by winning service provider.
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/contract 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

SERVICE SCHEDULE
All regular services will be conducted during regular working hours, Monday to Friday from 08:00 a.m. to 05:00 p.m. and Saturday when necessary, with no extra cost to MARINA.

**FINANCIAL OFFER:**

Please quote your **best for** the item below. Please do not leave any blank items. Indicate “0” if item being offered is for free.

PROCUREMENT OF THE MONTHLY PREVENTIVE MAINTENANCE AND SERVICE (PMS) OF THE ESCALATORS AND ELEVATORS AT THE MARINA CENTRAL OFFICE BUILDING – 4 <sup>Th</sup> POSTING	
Approved Budget for the Contract (ABC)	Total Offered Quotation
Three Hundred Sixty Thousand Pesos (Php360,000.00)	In words: _____
	_____
	_____
	_____
	In figures: _____
	_____

**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. Internet Service Provider (ISP)s 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. 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.
6. 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.
7. The item/s shall be delivered according to the requirements specified in the Technical Specifications.
8. The MARINA shall have the right to inspect and/or to test the goods to confirm their conformity to the technical specifications.
9. In case two or more Internet Service Provider (ISP)s 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.
10. **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 contractor's account.**
11. 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



## TERMS OF REFERENCE (TOR)

### PROCUREMENT OF THE MONTHLY PREVENTIVE MAINTENANCE AND SERVICE (PMS) OF THE ESCALATORS AND ELEVATORS AT THE MARINA CENTRAL OFFICE BUILDING

#### 1. RATIONALE

The Maritime Industry Authority (MARINA), a government agency under Department of Transportation (DOTr) established pursuant to Presidential Decree (PD) no. 479 (1974) wishes to invite prospective bidders to conduct monthly Preventive Maintenance and Service (PMS) of the escalators and elevators installed at the MARINA Central Office building located at 20<sup>th</sup> St. Cor A. Bonifacio Drive, Port Area, Manila.

#### 2. APPROVED BUDGET FOR THE CONTRACT (ABC)

The Approved Budget for the Contract for this project procurement is **One Hundred Twenty Thousand Pesos (P120,000.00)** per month, a total of **THREE HUNDRED SIXTY THOUSAND PESOS (P360,000.00)** for the period of **three (3) months**, from **October to December 2021**, inclusive of all applicable national and local taxes.

#### 3. OBJECTIVES

To ensure that all vertical conveyors installed in the MARINA Central Office are working and operating in good condition for the safety of all employees, officials and stakeholders occupying/utilizing the building.

#### 4. SCOPE OF WORK

The prospective bidders/Contractor shall have to perform the following activities:

- a. The Contractor shall be required to conduct once a month during regular working days in accordance with the existing government regulations, or more often as the need arises, including emergency calls at any time without additional cost to MARINA for the inspection and preventive maintenance of the following units specified below:

	ELEVATOR 1	ELEVATOR 2	ELEVATOR 3 (SCENIC)	W.CHAIR LIFT	ESC 1 & ESC2
Type/model	TWJ1150-1.5 (MRL)	TKJ630-1.5 (with MR)	TWJ1000-1.5	SJDO.34-3.5	KYS235-800- 3500
Use	Passenger	Passenger	Passenger/Scenic	Passenger	Passenger
No. of Units	One (1)	One (1)	One (1)	One (1)	Two (2)
Capacity	1150 kgs	630 kgs (8 persons)	1000 kgs	340 kgs	7500 persons/hour
Speed	90 meters/minute	90 meters/minute	90 meters/minute	2-3 meters/minute	30 meters/minute
No. of stops/openings	Twelve (12) @ G,2- 12	Twelve (12) @ G,2-12	Twelve (12) @ G,2-12	Two (2) @ G,2	
Inclination Degree					
Rise	35° Rise 3500 mm				



- b. The Contractor shall systematically examine, clean, lubricate, adjust, apply rust protective paint and repair/replace parts of all the machines specified above. Replacement of parts (if any) may be chargeable subject to MARINA's approval;
- c. The Contractor shall supply and standby technician tools, gadgets and equipment necessary to carry its duties and responsibilities.
- d. The Contractor shall have available for timely delivery and installation, sufficient access to spare parts for the repair of elevators/escalators.
- e. The Contractor shall provide twenty-four (24) hour service without additional charge and respond immediately to MARINA's report of any escalator/elevator malfunction, inoperability or otherwise appear to constitute danger to users.
- f. The Contractor shall not make any changes or alterations to the existing mechanical equipment, circuits, circuit wiring, or sequencing, nor alter the original circuit or wiring design without 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. Not more than one elevator or escalator shall be put out of service at one time for regular maintenance lubrication and servicing during regular office hours, Monday to Friday from 8:00 a.m. to 5:00 p.m.
- i. 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 will be for the period of three (3) months, from October to December 2021 effective upon receipt of the Notice to Proceed by 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

All regular services will be conducted during regular working hours, Monday to Friday from 8:00 a.m. to 5:00 p.m. and Saturday when necessary, with no extra cost to MARINA.

## 7. MARINA REQUIREMENTS

Prospective bidders shall acquire the following requirements stated below:

- Minimum five (5) years in the elevator and escalator maintenance and repair industry.
- Have sufficient supervision, qualified service technician personnel, equipment and materials to address all MARINA's issues/concerns effectively (documents have to be submitted to MARINA).
- Provide the required certification attesting to the operational integrity and safety of the machines as requisite to securing the necessary annual certificate to operate from the City Engineer's Office.
- Certificate of Inspection of the elevators/escalators shall be processed by the service provider.

## 8. PAYMENT TERM

Monthly payment is within fifteen (15) to thirty (30) days after end of each billing month complete with supporting documents.

## 9. DOCUMENTS TO BE SUBMITTED


Prospective bidders shall have to submit the following documents:

1. Price Quotation
2. Valid PhilGEPS Registration
3. Updated Business/Mayor's Permit
4. Tax Clearance

Prepared by:

  
**VIEN CONSTANTINE C. MESINA**  
Sr. MIDS/ Building Supervisor  
GSD-MFAS

Noted By:

  
**RODOLFO R. DIAWA**  
Chief, GSD-MFAS



## PURCHASE REQUEST

2:03  
SEP 21 2021

[illegible]



## Omnibus Sworn Statement (Revised)

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]*