

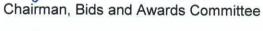
National Power Corporation

REQUEST FOR QUOTATION (SMALL VALUE PROCUREMENT - 53.9)

May 23, 2025

Sir/Madam:
Please provide us with your best quotation for the items as specified in the Terms of Reference (TOR) for PR No. HO-TFM25-022. Ref. No. SYP250603 - DM00211 and submit the same at the Bids and Contracts Services Division (BCSD), Ground Floor Diliman Quezon City on or before 9:30 AM of June 03, 2025.
The following documents must be submitted together with the quotation: For Platinum Members: Valid and updated Certificate of PhilGEPS Registration (This should include the attached Annex "A" – List of Eligibility Documents. In case the Mayor's/ Business Permit in Annex "A" is expired, a valid/updated Mayor's Permit must also be submitted.
For Red Members: 1. PhilGEPS Registration Number 2. Valid Mayor's/Business Permit
Other documents to be submitted: [refer to the Terms of Reference]
Additional Documentary Requirements, if applicable: Omnibus Sworn Statement (use attached Form) (For Total ABC of Above PhP 50,000); Latest Income Tax Return / Business Tax Return (For Total ABC of Above PhP 500,000); Professional License/Curriculum Vitae (for Consulting Services only); PCAB License (for INFRA Projects only);
The Warranty Period shall be: Please refer to the attached TOR
In case of a failed bidding, a re-bidding maybe conducted without prior notice to any previous bidder(s).
For further inquiries, please contact the BAC Secretariat, Mr. Rommel D. Manrique at telephone no/s. 8 - 921-3541 loc 5746 / with e-mail address at rdmanrique@napocor.gov.ph

Very truly yours,





NATIONAL POWER CORPORATION

Gabriel Y. Itchon Building Senator Miriam P. Defensor-Santiago Avenue (formerly BIR Road) corner Quezon Avenue, Diliman, Quezon City 1100, Philippines Tel. Nos. (632) 8921-3541 to 80 • Fax No. (632) 8921-2468 Website: www.napocor.gov.ph







Republic of the Philippines National Power Corporation

TERMS OF REFERENCE ALTERNATIVE MODE OF PROCUREMENT [SMALL VALUE PROCUREMENT – 53.9]

1. Scope of Works: PR NO(s). HO-TFM25-022 / SVP 250603 - DM00211
For the SUPPLY AND DELIVERY OF ONE (1) YEAR PREVENTIVE MAINTENANCE (PM)
OF THE ADDRESSABLE FIRE DETECTION ALARM AND SUPPRESSION SYSTEM
(FDASS) AT NPC HEAD OFFICE, QUEZON CITY & RECORDS AND TRAINING CENTER,
MINUYAN, SAN JOSE DEL MONTE, BULACAN

Item No.	DESCRIPTION	QTY.	ABC (PhP)	
1	PREVENTIVE MAINTENANCE OF ADDRESSABLE FIRE DETECTION & ALARM SUPPRESSION SYSTEM (FDASS) AT NATIONAL POWER CORPORATION HEAD OFFICE FOR CY 2025-2026	1 LOT	615,000.00	
2	PREVENTIVE MAINTENANCE OF ADDRESSABLE FIRE DETECTION & ALARM SUPPRESSION SYSTEM (FDASS) AT NATIONAL POWER CORPORATION, RECORDS AND TRAINING CENTER, MINUYAN, SAN JOSE DEL MONTE, BULACAN FOR CY 2025-2026	1 LOT	370,800.00	
	TOTAL AMOUNT		985,800.00	

Notes:

- Warranty shall be at least one (1) year (see attached Technical Specifications / Scope of Works).
- Mode of award: lot award, however, the bid price offer must not exceed the total ABC and ABC per item.
- See attached Technical Specifications / Scope of Works, TS-6.0 & TS-7.0
 OTHER REQUIREMENTS TO BE SUBMITTED DURING THE BIDDING BY THE BIDDERS/CONTRACTORS
- Please refer to the attached sheets for the complete scope of works.

APPROVED BUDGET FOR THE CONTRACT: Php 985,800.00

2. Contract Period

Contract Period shall be <u>SEE ATTACHED TECHNICAL SPECIFICATIONS / SCOPE OF WORKS</u> upon receipt of the Purchase Order / Notice to Proceed.

3. Delivery Point

Items shall be delivered at <u>ITEM 1: NPC-OBC WAREHOUSE</u>. <u>HEAD OFFICE</u>. <u>DILIMAN</u>. <u>QUEZON CITY AND ITEM 2: NPC RTC MINUYAN</u>

4. Bid Submission

The Bidder shall submit their quotations through their authorized representative or in the manner of submission as prescribed in the RFQ.

5. Late Bids

Any quotation submitted after the deadline of submission and receipt of bids shall not be accepted by NPC.

6. Bid Prices

The bid price as indicated in the Quotation Form shall be fixed during the Bidder's performance of the Contract and not subject to variation or price escalation on any account. A quotation submitted with an adjustable price quotation shall be treated as non-responsive.

7. Bid Price Validity

Price Validity shall not be less than One Hundred Twenty (120) calendar days from date of opening of bids/quotations.

8. Eligibility Criteria

- Bids shall be checked using the PASS / FAIL Criteria for Legal, Technical and Financial components.
- b. From the bids that were rated PASSED, the same shall be ranked and corrected for computational errors to identify the Single/Lowest Calculated Quotation (S/LCQ).

9. Detailed Evaluation and Comparison of Bids

The S/LCQ shall be subjected to detailed evaluation against the Technical Specifications including arithmetical computations. Documents which are deemed not to comply with the requirements of the tender shall be considered non-complying.

10. Post-qualification

Documents submitted for the Lowest Calculated Quotation (LCQ) will undergo a post-qualification evaluation. Original copies of these documents presented at bid opening/submission must be made available during the post-qualification process. Any quotation that successfully meets the post-qualification criteria will be declared as the Single/Lowest Calculated and Responsive Quotation (S/LCRQ).

11. Total Contract Price

The Total Contract Price shall be inclusive of all taxes and other related expenses / charges.

12. Notice to Supplier

- a. The supplier shall pick-up the Purchase Order (PO)/ Notice to Proceed (NTP) from NPC within two (2) calendar days from receipt of the Notice of Award.
- b. Failure to secure the PO/NTP by the supplier within the said period will mean cancellation of the same and imposition of penalties as prescribed by law.

13. PO Effectivity

The PO Shall take effect immediately upon receipt of the PO / NTP by the supplier sent through fax as evidenced by the fax transmission receipt and as confirmed by the supplier's representative.



TERMS OF REFERENCE (c/o RDM) [NP-SVP 53.9] / PR NO. HO-TFM25-022 Page 3 of 4

14. Terms of Payment

Terms of Payment shall be thirty (30) calendar days after submission of complete supporting documents.

15. Warranty

Warranty is dependent upon the nature/type of the item which is included in the offer (i.e. Manufacturer's Warranty), unless specified in the scope of works.

16. Liquidated Damages

Where the supplier refuses or fails to satisfactorily complete the work within the specified contract time, plus any time of extension duly granted and is hereby in default under the contract, the supplier shall pay NPC for liquidated damages, and not by way of penalty, an amount equal to at least one tenth (1/10) of one percent(1%) of the cost of the undelivered/unperformed portion of the items/works for every day of delay but not to exceed ten percent (10%) of the total contract price. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the procuring entity may rescind or terminate the contract, without prejudice to other courses of action and remedies open to it (Section 68 of the Revised IRR of RA 9184).

17. Liability of the Supplier

If after receipt of the Purchase Order, the supplier fails to deliver the goods, appropriate sanctions will be imposed as prescribed under Republic Act (RA) 9184 and its Revised Implementing Rules and Regulations (IRR).

18. Disclosure of Relations

The bidder shall comply with the provisions of Section 47 of RA 9184 and its revised IRR re: disclosure of relations.

19. Administrative Sanctions

Bidder shall likewise be imposed the rules as stated in section 69 (Imposition of administrative penalties) should there be infractions committed.

20. Reservation Clause

NPC reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to the contract award, without thereby incurring any liability to the affected bidder/s.

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SUPPLIER'S BID QUOTATION [SMALL VALUE PROCUREMENT - 53.9]

To: The BAC Chairman:

I have read and examined the Terms of Reference for Purchase Requisition (PR) No/s. **HO-TFM25-022.** I agree with the conditions of the TOR and offer the following supplies with specific description:

ITEM NO.	DESCRIPTION OF ITEM / S TO BE SUPPLIED (INCLUDE BRAND NAME)	QTY	U/M	UNIT PRICE (PhP)	TOTAL PRICE (PhP)				
1									
2									
	TOTAL BID PRICE								

Name and Signature of Authorized Representa	ative
Date	
Company Name	
Contact Details	
-mail address	

Note: The bidder may use this form or its own company letterhead following this format duly signed by the authorized representative when making the offer.





National Power Corporation General Services Department Transportation & Facilities Management Division



TECHNICAL SPECIFICATIONS / SCOPE OF WORKS

ONE (1) YEAR PREVENTIVE MAINTENANCE (PM) OF THE ADDRESSABLE FIRE DETECTION ALARM AND SUPPRESSION SYSTEM (FDASS) AT NPC HEAD OFFICE, QUEZON CITY

TS-1.0 GENERAL

This specification covers the technical requirements for the furnishing of labor for the Preventive Maintenance of Addressable Fire Alarm Detection and Suppression System at NPC Head Office Main Building, Quezon City.

The Contractor shall accept full responsibility for his work including the following:

- Provide services of highly qualified and experienced technical personnel having expertise in the operation, maintenance and testing of the system.
- 2. Submission of reports/checklist for every preventive maintenance schedule to the concerned NPC representative.
- Warranty on Service: Maintenance Services shall be "On Call" when there are troubles/problems in the systems or additional maintenance needed during contract period including weekends and holidays.
- 4. Contractor is required to submit name(s), hotline contact number on a twenty-four (24)-hour basis available even weekends and holidays.
- 5. Duration of works shall be 2 to 3 days for every preventive maintenance schedule.
- **6.** Submission of update/revise as-built plan/diagram, layout of wirings & field devices/system as needed.
- Major services/works in installation/relocation of field devices shall be free of charge to NPC as well as re-programming of the system.
- 8. Provide security code/password of the system.

TS-2.0 SCOPE OF WORKS

Below are the scope of works to be done on a monthly basis, quarterly and yearly basis, which shall start upon receipt of the Notice to Proceed:

Monthly Basis (2nd week of the month):

- 1. Check the Light Emitting Diode (LCD) displays and all wiring terminal per circuit of the alarm control panel.
- Check program and proper display of all addressable field devices of the alarm control panel.
- Check for any unusual appearance or condition of devices and fault system of the fire alarm control panel.
- 4. Test the fire alarm control panel using AC and DC operation.

- 5. Check, clean and random test of Smoke, Heat Detectors, Manual Pull Station, and Alarm Bell (audible & signal).
- 6. Check field devices (Smoke, Heat & Manual Pull Station).
- Visual check (Smoke, Heat, Manual Pull Station & Alarm Bell) for any obstruction and unusual appearance.
- 8. Check (Smoke, Heat & Manual Pull Station) wiring terminal.
- 9. Check switches/contact for corrosion of Manual Pull Station.
- 10. Check the batteries' terminals/contacts for any corrosion and address location test battery voltage capacity as back-up batteries for Alarm Control Panel.
- **11.** Test the back-up battery for about ten (10) minutes without AC power supply.
- 12. Check electrical piping, wiring installation and its hanger support.
- 13. Check the system for open, short and grounded wiring per loop/circuit.

Quarterly Basis (4th week of the month):

- 1. Gather and print event history of the control panel.
- 2. Gather data for dirty smoke or heat detectors.
- Sensitivity test of all field devices (Smoke, Heat and Manual Pull Station).
- 4. Testing and checking the modules/power supplies of General Alarm Panel.
- **5.** Test the General Alarm without AC power supply for three (3) hours using battery.
- 6. Inspection of all piping, supports and obstruction.

Yearly Basis (4th week of the month):

- 1. Check and re-calibrate control panel data.
- 2. Re-calibrate field detectors (Heat, Smoke & Manual Pull).
- 3. Cleaning of all field devices such as Smoke/Heat Detectors, Manual Pull Stations, and Fire Alarm Bells.
- 4. General alarm for continuous five (5) minutes.
- 5. General cleaning of all modules at control panel.

TS-3.0 CONTRACT PERIOD

The contract period shall be:

1. One (1) year with monthly, quarterly, and annual preventive maintenance for NPC Head Office.

TS-4.0 LIABILITY/INDEMNITY FOR LOSS AND/OR DAMAGES

Contractor shall be liable and shall indemnify NPC for any loss, damages or injury of NPC due to or arising from the fault, negligence, vandalism or other unlawful acts of its employees/workers.

Contractor shall also be held liable to, and indemnity third (3rd) person/s for claim/s arising from the fault and/or negligence of its employees/workers assigned in the premises of the NPC.

NPC shall have the right to deduct from any money payable to the Contractor amount/s equivalent to any damage it may suffer or liability it may incur due to the fault or negligence of the latter's workers.

The Contractor hereby warrants that he/she or his/her representative has not offered or paid, directly, any government officer and NPC official or employee any consideration or commission for the Contract nor has it or its

representative exerted or utilized any corrupt or unlawful influence to secure or solicit this Contract for any consideration or commission; that the Contractor will not subcontract any portion or portion of the scope of work of the Contract, awarded to him, to any official or employee of NPC and/or to the relatives within the 3rd degree of consanguinity or affinity of NPC officials who are directly and/or indirectly involved in the Contract.

TS-5.0 MODE OF PAYMENT

Upon accomplishment of monthly Preventive Maintenance of Fire Detection Alarm System at NPC Head Office, the contractor shall submit the maintenance report at least five (5) days after the scheduled maintenance/service with their Service Invoice attached. Thirty (30) days payment upon submission of complete documents/ attachments.

TS-6.0 OTHER REQUIREMENTS TO BE SUBMITTED DURING THE BIDDING BY THE BIDDERS/CONTRACTORS:

- 1. Timetable or schedule of works for the contract period.
- 2. Training Certificate of its employees on Fire Alarm and Suppression Detection System.
- 3. Membership Certificates of at least one (1) of the following association/organization:
 - SHAPES Safety & Health Association of Philippine Energy Sector.
 - NFPA National Fire Protection Association.
 - SOPI Safety Organization of the Philippine. Inc.
- 4. Certificate of Site Inspection from the End-user.
- **5.** Certificate of performance/good standing from previous latest contract from other company.

Reviewed by:

T. CAGUINGIN

Principal Engr. A (Safety)

TFMD

Approved by:

A. G. RETUTAL

Manager



National Power Corporation General Services Department Transportation & Facilities Management Division



TECHNICAL SPECIFICATIONS / SCOPE OF WORKS

ONE (1) YEAR PREVENTIVE MAINTENANCE (PM) OF THE ADDRESSABLE FIRE DETECTION ALARM AND SUPPRESSION SYSTEM (FDASS) AT NPC RECORDS AND TRAINING CENTER, MINUYAN, SAN JOSE DEL MONTE, BULACAN

TS-1.0 GENERAL

This specification covers the technical requirements for the furnishing of labor for the Preventive Maintenance of Addressable Fire Alarm Detection and Suppression System at NPC Records and Training Center, Minuyan, San Jose Del Monte, Bulacan.

The materials supplied/replaced by the contractor shall be billed at actual cost to NPC and the lowest cost of at least three (3) canvassed prices is subject to NPC evaluation and approval.

The Contractor shall accept full responsibility for his work including the following:

- Provide services of highly qualified and experienced technical personnel having expertise in the operation, maintenance and testing of the system.
- 2. Submission of reports/checklist for every preventive maintenance schedule to the concerned NPC representative.
- Warranty on Service: Maintenance Services shall be "On Call"
 when there are troubles/problems in the systems or additional
 maintenance needed during contract period including weekends
 and holidays.
- Contractor is required to submit name(s), hotline contact number on a twenty-four (24)-hour basis available even weekends and holidays.
- 5. Duration of works shall be 2 to 3 days for every preventive maintenance schedule.
- Submission of update/revise as-built plan/diagram, layout of wirings & field devices/system as needed.
- Major services/works in installation/relocation of field devices shall be free of charge to NPC as well as re-programming of the system.

TS-2.0 SCOPE OF WORKS

Below are the scope of works to be done on a monthly basis, quarterly and yearly basis, which shall start upon receipt of the Notice to Proceed:

Monthly Basis (2nd week of the month):

- 1. Check the Light Emitting Diode (LCD) displays and all wiring terminal per circuit of the alarm control panel.
- 2. Check program and proper display of all addressable field devices of the alarm control panel.

- 3. Check for any unusual appearance or condition of devices and fault system of the fire alarm control panel.
- 4. Test the fire alarm control panel using AC and DC operation.
- 5. Check, clean and random test of Smoke, Heat Detectors, Manual Pull Station, and Alarm Bell (audible & signal).
- 6. Check field devices (Smoke, Heat & Manual Pull Station).
- 7. Visual check (Smoke, Heat, Manual Pull Station & Alarm Bell) for any obstruction and unusual appearance.
- 8. Check (Smoke, Heat & Manual Pull Station) wiring terminal.
- 9. Check switches/contact for corrosion of Manual Pull Station.
- 10. Check the batteries' terminals/contacts for any corrosion and address location test battery voltage capacity as back-up batteries for Alarm Control Panel.
- 11. Test the back-up battery for about ten (10) minutes without AC power supply.
- 12. Check electrical piping, wiring installation and its hanger support.
- 13. Check the system for open, short and grounded wiring per loop/circuit.

Quarterly Basis (4th week of the month):

- 1. Gather and print event history of the control panel.
- 2. Gather data for dirty smoke or heat detectors.
- Sensitivity test of all field devices (Smoke, Heat and Manual Pull Station).
- Testing and checking the modules/power supplies of General Alarm Panel.
- 5. Test the General Alarm without AC power supply for three (3) hours using battery.
- 6. Inspection of all piping, supports and obstruction.

Yearly Basis (4th week of the month):

- Check and re-calibrate control panel data.
- 2. Re-calibrate field detectors (Heat, Smoke & Manual Pull).
- 3. Cleaning of all field devices such as Smoke/Heat Detectors, Manual Pull Stations, and Fire Alarm Bells.
- 4. General alarm for continuous five (5) minutes.
- 5. General cleaning of all modules at control panel.

TS-3.0 CONTRACT PERIOD

The contract period shall be:

 One (1) year with monthly, quarterly, and annual preventive maintenance for NPC Records and Training Center.

TS-4.0 LIABILITY/INDEMNITY FOR LOSS AND/OR DAMAGES

Contractor shall be liable and shall indemnify NPC for any loss, damages or injury of NPC due to or arising from the fault, negligence, vandalism or other unlawful acts of its employees/workers.

Contractor shall also be held liable to, and indemnity third (3rd) person/s for claim/s arising from the fault and/or negligence of its employees/workers assigned in the premises of the NPC.

NPC shall have the right to deduct from any money payable to the Contractor amount/s equivalent to any damage it may suffer or liability it may incur due to the fault or negligence of the latter's workers.

TS-5.0 WARRANTY

The Contractor shall issue:

 One (1) year Warranty Certificate on services rendered during the contract period for NPC Records and Training Center.

After the lapse of the warranty period provided, that there are no defects found, and/or pending service/repair works, NPC shall release the warranty/acceptance certificate.

The Contractor hereby warrants that he/she or his/her representative has not offered or paid, directly, any government officer and NPC official or employee any consideration or commission for the Contract nor has it or its representative exerted or utilized any corrupt or unlawful influence to secure or solicit this Contract for any consideration or commission; that the Contractor will not subcontract any portion or portion of the scope of work of the Contract, awarded to him, to any official or employee of NPC and/or to the relatives within the 3rd degree of consanguinity or affinity of NPC officials who are directly and/or indirectly involved in the Contract.

TS-6.0 MODE OF PAYMENT

Upon accomplishment of monthly Preventive Maintenance of Fire Detection Alarm System at NPC Head Office, the contractor shall submit the maintenance report at least five (5) days after the scheduled maintenance/service with their Service Invoice attached. Thirty (30) days payment upon submission of complete documents/ attachments.

TS-30 OTHER REQUIREMENTS TO BE SUBMITTED DURING THE BIDDING BY THE BIDDERS/CONTRACTORS:

- 1. Timetable or schedule of works for the contract period.
- 2. Training Certificate of its employees on Fire Alarm and Suppression Detection System.
- 3. Membership Certificates of at least one (1) of the following association/organization:
 - SHAPES Safety & Health Association of Philippine Energy Sector.
 - NFPA National Fire Protection Association.
 - SOPI Safety Organization of the Philippine. Inc.
- 4. Certificate of Site Inspection from the End-user.
- 5. Certificate of performance/good standing from previous latest contract from other company.

Reviewed by:

J. T. CAGUINGIN

Principal Engr. A (Safety)

TFMD

Approved by:

A. G. RETUTAL

Manager

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:
- [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;
- 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;
- [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:
 - Carefully examining all of the Bidding Documents;
 - Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- [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,	l have	hereunto	set	my	hand	this		day	of	20	2
		_, Philippines.							_	uuy	01	 20	a

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE] [Insert signatory's legal capacity] Affiant

[Format shall be based on the latest Rules on Notarial Practice]