

BIDS AND AWARDS COMMITTEE

REQUEST FOR QUOTATION

UCPB Savings, Inc. (UCPBS) invites all interested suppliers, which are registered in the Philippine Government Electronic Procurement System (PhilGEPS), to submit their lowest price proposal/ quotation for the Procurement of One (1) Year Courier Service with Nationwide Coverage (SVP-GS-0001-04-05-2022), subject to Terms of Reference (TOR) below:

Project Name:	Procurement of One (1) Year Courier Service with Nationwide Coverage	
Reference No.:	SVP-GS-0001-04-05-2022	
Location:	UCPBS Head Office, 18th floor, UCPB Corporate Offices Building 7907 Makati Avenue, Makati City	
Approved Budget:	Nine Hundred Sixty Thousand Pesos Only (Php960,000.00) including all applicable fees, charges and taxes.	

Please use the attached Reply Slip in submitting the proposal/price quotation to the UCPB Savings Head Office at the contact information indicated below or thru online submission. The deadline of submission is on May 25, 2022 /Friday not later than 2:00pm.

Contact Person

: Eugene Asis, Procurement Officer

Office Address

: Penthouse, UCPB Corporate Offices Building, 7907 Makati Ave.

Telephone No.

: (+632) 8811-9000 loc 7245

Email Address

: bacsecretariat@ucpbsavings.com/ EPasis@ucpbsavings.com

Dronnel A. Espina

BAC Secretariat

Ma. Pamela V. Suarez BAC Chairperson

Date:



TERMS OF REFERENCE FOR GOODS AND SERVICES

Section 1: PURPOSE/ OBJECTIVE

UCPB SAVINGS (UCPBS) is in need of vendor that can provide a one (1) year courier services with nationwide coverage for all UCPBS official documents and parcel delivery, with utmost confidentiality.

Section 2: MODE OF PROCUREMENT

UCPB SAVINGS (UCPBS) shall undertake procurement through the modality of **Small Value Procurement** pursuant to Section 53.9 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184, otherwise known as the "Government Procurement Reform Act".

Section 3: APPROVED BUDGET FOR THE CONTRACT (ABC)

The price proposal or quotation should not exceed the Approved Budget for the Contract of Nine Hundred Sixty Thousand Pesos Only (Php960,000.00) including all applicable taxes and charges.

The above ABC is merely an estimate for budget purpose and does not entitle the winning bidder to claim the entire amount. Payments to the winning bidder shall be based on the <u>actual monthly billing for the services rendered</u>. The bidder shall include all applicable government taxes and other charges, including insurance coverage in its proposal.

Section 4: SERVICE REQUIREMENTS AND SCOPE OF WORKS

1. Courier Service for UCPBS offices and branches in the following regional areas:

a. Luzon Region and Greater Metro Manila Area

UCPBS Offices		Location /Address	
1	UCPBS Head Office	18th floor, UCPB Corporate Offices Building, 790 Makati Avenue, Makati City	
UCPBS Extension Office – Kalayaan		xtension Office – Kalayaan 106 Neptune Street, Kalayaan Avenue corne Makati Avenue, Makati City	
Bran	ches and Lending Offices	Location /Address	
1 UCPBS Alabang Branch			
2	UCPBS Alaminos Branch	M.H. Del Pilar Street, Poblacion, Alaminos, Laguna	

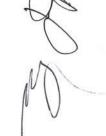
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3	UCPBS Alfonso Branch	Mabini Street corner Libertad Street, Poblacion II, Alfonso, Cavite		
4	UCPBS Atimonan Branch	Quezon Street corner C.O. Reyes Street, Brgy. Zone II, Atimonan, Quezon		
5	UCPBS Bacnotan Branch-Lite	267 Maharlika Highway, Poblacion, Bacnotan, L Union		
6	UCPBS Batac Branch	MC Building Washington Street, Brgy. Abla Batac, Ilocos Norte		
7	UCPBS Calapan Branch-Lite	Ground Floor, Halcon Heights Building, Dama de Noche Street, Lumang Bayan, Calapan City Oriental Mindoro		
8	UCPBS Calauag Branch	Cantre Street corner Bonifacio Street, Brgy. 3. Calauag, Quezon		
9	UCPBS Caramoan Branch	41 Real Street, Tawog, Caramoan, Camarines Sur		
10	UCPBS Daraga Branch-Lite	Daraga Town Center, Banag, Daraga, Albay		
11	UCPBS Goa Branch	Rizal Street corner Panday Street, Brgy Poblacion, Goa, Camarines Sur		
12	UCPBS Ilagan Branch-Lite	Ground Floor, Hipolito Building, Maharlika Highway, Calamagui 2 nd , City of Ilagan, Isabela		
13	UCPBS Kalayaan Branch (MOB)	106 Neptune Street, Kalayaan Avenue corne Makati Avenue, Makati City		
14	UCPBS La Trinidad Branch	JC 159 Central Pico, La Trinidad, Benguet		
15	UCPBS Libmanan Branch	Bichara Arcade, T. Dilanco Street, Liboda Libmanan, Camarines Sur		
16	UCPBS Lingayen Branch	Corner Avenida Rizal and Artacho West Stree Lingayen, Pangasinan		
17	UCPBS Lucban Branch	Rizal Avenue corner San Luis Street, Brgy. 8 Lucban, Quezon		
18	UCPBS Mabalacat Branch	Kimesha Building, Dau, Mc-Arthur Highwa Mabalacat City		
19	UCPBS Malolos Branch	Paseo Del Congreso, Catmon, Malolos, Bulacan		
20	UCPBS Morong Branch	600 Tomas Claudio Street, San Pedro, Moron Rizal		
21	UCPBS Nagcarlan Branch	E.A. Fernandez corner E. Lucido Streets Poblacion, Nagcarlan, Laguna		
22	UCPBS Orion Branch-Lite	Stall No.31, National Road, Brgy. Arellano, Orion Bataan		
23	UCPBS Pili Branch	National Highway, Brgy. Old San Roque, Pili Camarines Sur		
24	UCPBS Puerto Princesa Branch	AICON Plaza, National Highway, Brgy. San Pedro Puerto Princesa City, Palawan		
25	UCPBS Rizal Avenue Branch	Unit 201-203 Tan Han Chi Place, 1558 Riza Avenue corner Mayhaligue Street, Sta. Crus Manila		
26	UCPBS Rizal Nueva Ecija Branch-Lite	Quezon Street, Poblacion Centro, Rizal, Nuevo		
27	UCPBS Sablayan Branch	420 P. Urieta Street, Brgy. Buenavista, Sablayar Occidental Mindoro		
28	UCPBS San Jose Batangas Branch	Makalintal Avenue corner Dr. Ona Street, Sal Jose, Batangas		



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29	UCPBS San Jose Del Monte Branch	Dalisay Building, Halili Avenue, Tungkong Mangga, San Jose Del Monte, Bulacan		
30	UCPBS Sta. Cruz Branch	M.F. Tiaoqui Building, Plaza Sta. Cruz, Sta. Cruz, Manila		
31	UCPBS Sta. Ignacia Branch	Altandex Building, Beside Alta Gas Station, Ramulo Highway, Poblacion East, Sta. Ignacia, Tarlac		
32	UCPBS Sta. Rosa Branch	UCPB Building, National Highway, Brgy. Balibago, Sta. Rosa, Laguna		
33	UCPBS Tanay Branch	F.T. Catapusan Street, Plaza Aldea, Tanay, Rizal		
34	UCPBS Tanza Branch	007 A. Soriano Highway, Daang Amaya 1, Tanza, Cavite		
35	UCPBS Tayabas Branch	64 Quezon Avenue (Tayabas-Lucban Road) cor M. Ponce Street, Brgy. San Diego, Zone 1, City of Tayabas		
36	UCPBS Tiaong Branch	Maharlika Highway corner San Antonio Road, Poblacion 3, Tiaong, Quezon		

b. Visayas Region

	Office/Branch Name	Location /Address		
1	UCPBS Bacolod Branch	Ground Floor, San Antonio Park Square, Mandalangan, Bacolod City, Negros Occidental		
2	UCPBS Borongan Branch	E. Cinco Street, Borongan City, Eastern Samar		
3	UCPBS Escalante Branch	Stall D-1, Puregold Building, North Avenue, Balintawak, Escalante City, Negros Occidental		
4	UCPBS Gandara Branch-Lite	Maharlika Highway, Bgry. Adela Heights, Gandara, Samar		
5	UCPBS Iloilo Branch	Angeles Arcade, De Leon Street, Iloilo City		
6	UCPBS La Castellana Branch	Feria corner Bonifacio Street, Brgy. Robles, La Castellana, Negros Occidental		
7	UCPBS Naga Cebu Branch	E. Sayson Street, Central Poblacion, Naga City, Cebu		
8	UCPBS Numancia Branch	R.P.V. Building, National Highway, Brgy. Joyao- joyao, Numancia, Aklan		
9	UCPBS Ormoc Branch	Ground Floor, HSSC Building, Real Street, Ormoc City		
10	UCPBS Palo Branch-Lite	Tacloban-Baybay Road, Brgy. Guindapunan, Palo, Leyte		
11	UCPBS San Jose Antique Lending Office	Ground Floor, LASP Building, Gov. Fullion Street, San Jose de Buenavista, Antique		
12	UCPBS Sogo Branch	Osmena Street, Brgy. Zone IV, Sogod, Southern Leyte		
13	UCPBS Tuburan Branch	Tabotabo Street, Poblacion, Tuburan, Cebu		

c. Mindanao Region

Office/Branch Name		Location /Address		
1	UCPBS Aloran Branch	Jose Mutia Street, Brgy. Ospital, Aloran, Misamis		
		Occidental		





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2	UCPBS Bulua Branch	Ground Floor, Forever Books Building, Zone 6 Bulua, Cagayan De Oro City, Misamis Oriental	
3	UCPBS Butuan Lending Office	Door G, 2 nd Floor, Oro Cam Building, J.C. Aquino Avenue corner M. Carlo Street, Silongan, Butual City, Agusan Del Norte	
4	UCPBS Cagayan De Oro Branch	Capistrano-Cruz, Taal Streets, Brgy. 7, Cagayan De Oro City, Misamis Oriental	
5	UCPBS Davao Branch	MK Central Bldg., J.P. Laurel Avenue, Bajada, Davao City	
6	UCPBS Dipolog Branch	Quezon Avenue, Miputak, Dipolog City, Zamboanga Del Norte	
7	UCPBS Glan Branch	182-C Enrique Yap Street, Poblacion, Glan Sarangani Province	
8	UCPBS Laguindingan Lending Office		
9	UCPBS Lamitan Branch	Quezon Boulevard, Brgy. Malakas, Lamitan, Basilan	
10	UCPBS Lapasan Branch	Market City, Agora, Lapasan, Cagayan de Oro City	
11	UCPBS Malaybalay Lending Office	Unit 3, Saint Joseph Square, Fortich Street, Brgy. 3, Malaybalay City, Bukidnon	
12	UCPBS Sindangan Lending Office	Mabini Street, Brgy. Poblacion, Singdangan, Zamboanga del Norte	
13	UCPBS Tagum Branch	Consuelo Business Center, Unit 9-12, Pioneer Avenue, Magugpo South, Tagum City	
14	UCPBS Zamboanga Lending Office	UCPB Building, Rizal and Corcuera Street	

- d. Other office and/or branch that the UCPBS may establish or relocate shall be included in this courier services at the same corporate rate.
- 2. The vendor (service provider) shall provide the following service requirements below:
 - a. Service provider should be able to cover all of the bank's branch locations as per list stated in Section 4.1 of these terms of reference.
 - b. Pick-up should be same day upon request of the Bank's Authorized Representative and Delivery should be within:
 - 1-2 business days for Head Office to Greater Metro Manila & Luzon Branches, and vice versa;
 - 3-7 business day from Head Office to Visayas and Mindanao Branches and vice versa.
 - Service provider should be able to provide tracking number upon pick-up of parcel or document.

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- d. Service provider shall ensure that the parcels/documents are in good condition from point of pick-up until it reaches its' destination. Any damages arise from mishandling shall be chargeable to the service provider.
- e. Service provider shall maintain the safety and security of the undelivered parcels and documents and shall notify the UCPBS within 24 hours of final delivery attempt. In case the service provider failed to notify due to fortuitous events or circumstances beyond the service provider's control and the proper delivery was made more than the turnaround time stated, the service provider shall be entitled to collect the delivery charges.

However, if it's the service provider at fault, resulting in delay or undelivered documents/parcels/cargoes, the Bank shall have the right to require a full detailed report within 24 hours from the discovery of the incident. The Bank may impose penalties if the cause was due to the act of negligence of the service provider.

- f. Service provider shall only release the parcel/documents to the Bank's or Client's authorized representative specified in the waybill and after verification of the Service Provider's delivery personnel. The Service provider shall require the recipient to sign the Delivery Receipt/Waybill as proof of actual delivery and receipt of the parcel/documents.
- g. Documents and/or Parcels shall be picked-up only at the UCPBS Head Office and Branch locations as per the list.
- h. Cut-off Time for pick-up is 3:00 PM, any request beyond the agreed cut-off time shall be considered as pick-up for the following day.
- Each document and/or parcel turned over by the UCPBS to the service provider shall be subject to the terms and conditions set out or referred to in the relevant air way bill and standard conditions of carriage.
- j. Successful deliveries shall be evidenced by duly accomplished and signed Delivery receipt upon issuance of SOA or Billing Statement.
- k. If documents/parcels were off loaded by a reputable airline company due to force majeure or other fortuitous events the service provider will be given Two (2) additional days allowance to deliver and shall notify the consignor within 24hours upon off-loading.
- I. In the event that the consignee on the parcel/document or his/her authorized representative isn't around during the first attempt of delivery, the service







provider shall make additional Two (2) attempts before declaring return-to-sender status without additional charges to the Bank. The Bank, on the other hand, shall not impose a penalty in the following instances: A.) Error in consignee's details. B.) Act of omission of the consignee's authorized representative which caused the failed delivery attempts, C.) Order or act of competent public authority and D.) Force Majeure.

- m. The service provider shall have insurance coverage of at least Two Hundred Pesos (Php200.00) for the documents/parcels based on the declared value at its own expense against risk and liabilities customary in the forwarding trade or business based on their declared value.
- n. The service provider shall be solely be liable for the loss of, pilferage and damage to the documents/parcels/cargoes while in transit. It shall pay the full amount of cost of the contents. Notice of loss, pilferage or damage shall be given in writing by the Bank to the Service Provider.
- o. Service provider shall provide a point-of-contact to facilitate communication of pick-up, inquires and complains. Inquires shall be responded within the same day. For queries that requires further investigation, the service provider shall inform the Bank of such fact within the same day of receipt, but must provide an exhaustive written investigation report no later than five (5) days for provincial addresses, three (3) days for Metro Manila Concerns. Soft Copy of complete delivery details for each and every batch shall be provided to the Bank thru the General Services Department on the next working day from the day of pick up.
- Sub-contracting of courier services for all UCPBS documents and parcel delivery shall not be allowable.
- 4. Billing arrangement as follows:
 - For outbound documents / parcels from Head Office to Branch, the billing shall be billed to Head Office through the General Services Department every month;
 - For outbound documents / parcels from Branch to Head Office, it shall be outrightly paid by the sending branch at the same corporate rate;

Section 5: DELIVERABLES/ TIMELINES

 The courier service shall be provided within thirty (30) working days upon receipt of the notice to proceed (NTP).







The service shall take effect upon receipt of notice to proceed letter (NTP) for One (1) year contract.

Section 6: TERMS, CONDITIONS AND SCHEDULE OF PAYMENT

- The vendor undertakes to keep all the data and information received from the UCPBS confidential, shall not use or processed such data for any other purpose other than for the service herein, and shall handle such data with full compliance to the Data Privacy Act.
- The UCPBS shall make a payment upon certification by its representative that the goods and/or services have been delivered and/or rendered in accordance with the TOR, and have been duly accepted.
- 3. Payment shall be made within thirty (30) working days upon receipt of completed required documents.
- 4. The request for payment shall be made to the UCPBS in writing, accompanied by an invoice describing, as appropriate, the output/report delivered and/or services performed, and by submission of other required documents and obligations stipulated in this TOR, if any.

Section 7: SUBMISSION, RECEIPT, MODIFICATION AND WITHDRAWAL OF BIDS

- 1. Interested service providers shall submit their price proposal/quotations through their duly authorized representative.
- 2. Price proposals/quotations shall contain the following documents:

A. TECHNICAL AND ELIGIBILITY PROPOSAL

Eligibility Requirement	Documents to be submitted / presented (Valid and Current)
 a) Must be duly registered Philippine Corporation, sole proprietorship or partnership of Filipino citizenship providing actuarial services in banking industry. 	a. SEC Registration, Articles of Incorporation, By-Laws, and Latest GIS

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	Notarized Omnibus Sworn Statement in accordance with prescribed form in Annex C Income/ Business Tax Return
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Based on the eligibility requirements, service providers will be rated as "Pass" or "Failed".

B. FINANCIAL PROPOSAL

- b) Completely and properly filled-out Financial Component Form (See Annex B
- c) The total amount shall be equal or less than ABC. All quotations exceeding the ABC shall be automatically rejected.
- d) Price proposals/ quotations shall be quoted in Philippine Peso and inclusive of all applicable taxes and charges.
- 3. Price proposals/ quotations shall remain valid for a period not exceeding forty-five (45) calendar days from the date of the opening of price proposals/quotations.
- 4. The price proposals/ quotations shall be received by the BAC Secretariat on the date, time and place specified in the Request for Quotation.
- 5. A vendor may modify its price proposals/ quotations before the deadline for the submission of price proposals/quotations.
- 6. A vendor may, through letter, withdraw its price proposals/ quotations before the deadline for submission of price proposals/ quotations. Withdrawal of any price proposals/ quotations after the deadline shall subject the concerned vendor to appropriate sanctions as prescribed in the IRR of RA 9184.

Section 8: RIGHT TO REJECT PRICE PROPOSAL/ QUOTATIONS AND ANNUL THE PROCUREMENT PROCESS

The UCPBS (Bank) reserves the right to reject any or all price proposals/ quotations and to annul the procurement process, at any time prior to contract award, without thereby incurring any liability to the affected vendor, and to accept only the offer that is most advantageous to the Government.

Section 9: Liquidated Damages





When the supplier fails to satisfactorily deliver goods and/or services under the contract within the specified delivery schedule, inclusive of duly granted time extension, if any, the supplier shall be liable for damages for the delay an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods/services scheduled for delivery every day of delay until such goods are finally delivered and accepted by UCPB Savings. Such amount shall be deducted from any money due or which may become due to the supplier







ANNEX "A"

TECHNICAL PROPOSAL REPLY SLIP



TECHNICAL PROPOSAL		
Particulars	Requirement per TOR	Statement of Compliance
Procurement of One (1) Year Courier Services with Nationwide Coverage (SVP-GS- 0001-04-05-2022)	As stated on the TOR	

Grand	Total	(Amount	in	Words):
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NOTES:

- 1. The vendor shall indicate its compliance to UCPBS Technical Requirements on the column marked "STATEMENT OF COMPLIANCE" by using only the words "COMPLY" or "FOLLOWED". Symbols or characters such as "DITTO" or QUOTATION MARKS are NOT ACCEPTABLE. Should the vendor deviate from UCPBS requirements, it shall indicate the exact offer on the space provided in the same column marked as "STATEMENT OF COMPLIANCE". Supporting documentation and technical brochures must be provided.
- 2. In case the provided spaces are not enough, use additional sheet and indicate "SEE ATTACHED" on the space provided.
- 3. Unless otherwise specified, requirements indicated above are minimum.
- Failure to provide the necessary information/ data required in this Technical Proposal Reply Slip may cause the disqualification of bid.

Vendor's Name:	
Authorized Representative:	
Designation:	
Contact Number:	
Signature:	
Date:	
PhilGEPS Registration Number:	







ANNEX "B"

FINANCIAL COMPONENT FORMS



FINANCI	AL PROPOSAL
Particulars	Bid Offer
Procurement of One (1) Year Courier Services (SVP-GS-0001-04-05-2022)	

Grand Total (Amount in Words):

NOTES:

- Bidder shall indicate its compliance to UCPB Savings technical requirements on the column marked "BID OFFER" by using Only the words "COMPLY" or "FOLLOWED". Symbols or characters such as "DITTO" or QUOTATION MARKS are NOT ACCEPTABLE. Should be the bidder deviate from UCPB Savings requirements, it shall indicate the exact offer on the space provided. Supporting documentation and technical brochures must be provided.
- 2. In case the provided spaces are not enough, use additional sheet and indicate "SEE ATTACHED" on the space provide.
- 3. Unless otherwise specified, requirements indicated above are minimum.
- 4. Failure to provide the necessary information/data required in this technical data sheet may cause the disqualification of bid

Vendor's Name:	*
Authorized Representative:	
Designation:	
Contact Number:	
Signature:	
Date:	
PhilGEPS Registration Number:	







ANNEX "C"

OMNIBUS SWORN STATEMENT



Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPIN	JES)
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
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[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]