

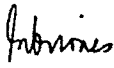
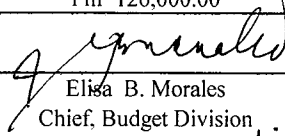

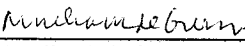
PURCHASE REQUEST

Entity Name: DEPARTMENT OF ENERGY

Fund Cluster: 01

Division/Office: GRFTLD-ERTLS		PR No. 02-0101-2021-03-0053	Date: February 23, 2021		
		Responsibility Center Code: 09-001-00-00000-16-01			
Stock/ Property No.	Unit	Item Description	Quantity	Unit Cost (PhP)	Total Cost (PhP)
		Repair, Preventive Maintenance and Replacement of Parts of the Following Non-Exclusive Equipment:			
LE-EQ000228	-	Carbolite Minimum Free Space Oven	1	13,000.00	13,000.00
LE-EQ000716	-	Coal Sample Preparation Oven	1	14,000.00	14,000.00
TE-HE-866	-	Distilling Apparatus	1	15,000.00	15,000.00
SN39508380	-	Jouan Drying Oven	1	14,000.00	14,000.00
LE-EQ000238	-	Memmert Oven	1	14,000.00	14,000.00
LE-EQ000233	-	Nabertherm Furnace	2	13,000.00	26,000.00
LE-EQ000243	-				
LE-EQ000229	-	Prufer Furnace	2	15,000.00	30,000.00
LE-EQ000773	-				
				Total	126,000.00
		-Nothing Follows-			

TITLE OF PROCUREMENT/PURPOSE: Repair, Preventive Maintenance and Replacement of Parts of Non-Exclusive Equipment / Units are used for sample preparation and analysis of coal, geothermal water and other related samples.

REQUESTED BY:  Rosa Maria C. Briones Supvg SRS, GCS-GRFTLD <small>(Signature as per DO No. 2017-06-0008, Please indicate Name and Position)</small>	February 21, 2021 Date	FUNDING FOR CONTRACTED-OUT REPAIR/SERVICES/PROJECT ESTIMATED AMOUNT: <u>PhP 126,000.00</u> ALLOCATED PROVIDED:  Elisa B. Morales Chief, Budget Division 16
RECOMMENDED BY:  Virginia S. Llamo Chief SRS, GRFTLD-ERTLS <small>(Signature as per DO No. 2017-06-0008, Please indicate Name and Position)</small>	2/24/2021 Date	APPROVED BY:  Amelia M. de Guzman, CESO IV Director, ERTLS <small>(Signature as per DO No. 2017-06-0008, Please indicate Name and Position)</small>

PPMD:  PGD/IMR/JPC/ASC

PMD Procurement Code

01-Goods: 02 Services: 03-Consulting Services: 04-Infrastructure:

DEPARTMENT OF ENERGY
Energy Center, Rizal Drive, Bonifacio Global City, Taguig, Metro Manila

Quantity	Article	Approved Budget for the Contract
1 unit	PREVENTIVE MAINTENANCE/REPAIR OF CARBOLITE MINIMUM FREE SPACE OVEN	PhP13,000.00

TERMS OF REFERENCE


I. SCOPE OF WORK:

1. Conduct preventive maintenance/repair of one (1) unit Carbolite Minimum Free Space Oven.
2. Inspect the unit to determine obvious defects and cleanliness of the instrument and perform diagnostic tests to check proper equipment operation.
3. Check the heating assembly if replacement is needed. Check the wiring of the controller if replacement is needed. Check the sensor if replacement or repair is needed.
4. Check for correct operating voltages.
5. Ensure that the heating chamber is safe and clean.
6. Inspect and clean the external and internal chassis. Give recommendation/s for smooth operation of the equipment.
7. Conduct verification of reading.
8. Conduct performance testing.

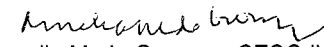
II. TERMS AND CONDITIONS:

1. The prices quoted shall be firm and irrevocable and not subject to any change whatsoever, even due to increase in cost of raw material components and fluctuations in foreign exchange rates and excise duties.
2. Bid price must be in Philippine currency and must include all costs attendant to the repair/preventive maintenance/ replacement and delivery of parts/materials to GRFTLD-DOE such as freight, brokerage, duties and taxes related to the payment of service if applicable.
3. The service contractor shall provide competent and professional service personnel with the right tools for the maintenance and servicing of the equipment.
4. The service contractor shall provide service report/s which will contain the condition of the machine based on the manufacturer's specifications. Reference standard will be used to check the equipment's performance. The equipment will be turned over to the end user after signing the acceptance report.
5. Maintenance shall be carried out during the DOE's normal business hours, or such other times as agreed upon between the service contractor and the end user.
6. No amount shall be charged to the customer if the unit is not repaired due to unavailability of part/s.
7. One hundred percent (100%) of contract price will be released only upon satisfactory completion of the preventive maintenance/repair and commissioning of the equipment and acceptance from the end user.
8. DOE shall not provide any accommodation/transportation for the engineers/representatives for attending the preventive maintenance and servicing of the equipment.
9. Delivery of Service: Job completion within sixty (60) days upon receipt of Job Order.
10. The successful bidder shall conform to the service needed based on the TOR indicated herewith.
11. The successful bidder shall provide the following additional requirements:
 - Philgeps registration
 - Updated Mayor's Permit
 - Omnibus Sworn Statement

Recommended by:


Virginia S. Llamas
Chief SRS, GRFTLD

Approved by:


Amelia M. de Guzman, CESO IV
Director, ERTLS

DEPARTMENT OF ENERGY
Energy Center, Rizal Drive, Bonifacio Global City, Taguig, Metro Manila

Quantity	Article	Approved Budget for the Contract
1 unit	PREVENTIVE MAINTENANCE/REPAIR OF COAL SAMPLE PREPARATION OVEN	PhP 14,000.00

TERMS OF REFERENCE


I. SCOPE OF WORK:

1. Conduct preventive maintenance/repair of one (1) unit Coal Sample Preparation Oven.
2. Inspect the unit to determine obvious defects and cleanliness of the instrument and perform diagnostic tests to check proper equipment operation.
3. Check the heating assembly if replacement is needed. Check the wiring of the controller if replacement is needed. Check the sensor if replacement or repair is needed.
4. Check for correct operating voltages.
5. Ensure that the heating chamber is safe and clean.
6. Inspect and clean the external and internal chassis. Give recommendation/s for smooth operation of the equipment.
7. Conduct verification of reading.
8. Conduct performance testing.

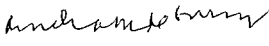
II. TERMS AND CONDITIONS:

1. The prices quoted shall be firm and irrevocable and not subject to any change whatsoever, even due to increase in cost of raw material components and fluctuations in foreign exchange rates and excise duties.
2. Bid price must be in Philippine currency and must include all costs attendant to the repair/preventive maintenance/ replacement and delivery of parts/materials to GRFTLD-DOE such as freight, brokerage, duties and taxes related to the payment of service if applicable.
3. The service contractor shall provide competent and professional service personnel with the right tools for the maintenance and servicing of the equipment.
4. The service contractor shall provide service report/s which will contain the condition of the machine based on the manufacturer's specifications. Reference standard will be used to check the equipment's performance. The equipment will be turned over to the end user after signing the acceptance report.
5. Maintenance shall be carried out during the DOE's normal business hours, or such other times as agreed upon between the service contractor and the end user.
6. No amount shall be charged to the customer if the unit is not repaired due to unavailability of part/s.
7. One hundred percent (100%) of contract price will be released only upon satisfactory completion of the preventive maintenance/repair and commissioning of the equipment and acceptance from the end user.
8. DOE shall not provide any accommodation/transportation for the engineers/representatives for attending the preventive maintenance and servicing of the equipment.
9. Delivery of Service: Job completion within sixty (60) days upon receipt of Job Order.
10. The successful bidder shall conform to the service needed based on the TOR indicated herewith.
11. The successful bidder shall provide the following additional requirements:
 - Philgeps registration
 - Updated Mayor's Permit
 - Omnibus Sworn Statement

Recommended by:


Virginia S. Llamo
Chief SRS, GRFTLD

Approved by:


Amelia M. de Guzman, CESO IV
Director, ERTLS

DEPARTMENT OF ENERGY

Energy Center, Rizal Drive, Bonifacio Global City, Taguig, Metro Manila

Quantity	Article	Approved Budget for the Contract
1 unit	PREVENTIVE MAINTENANCE/REPAIR OF DISTILLING APPARATUS	PhP15,000.00

TERMS OF REFERENCE


I. SCOPE OF WORK:

1. Inspect the unit to determine obvious defects and cleanliness of the instrument and perform diagnostic tests to check proper equipment operation.
2. Check the heating assembly if replacement is needed. Check the wiring of the controller if replacement is needed. Check the sensor if replacement or repair is needed.
3. Check for correct operating voltages.
4. Ensure that the heating chamber is safe and clean. Check condenser and cartridge if replacement or repair is needed. Clean chamber and remove scales/minerals.
5. Inspect and clean the external and internal chassis. Give recommendation/s for smooth operation of the equipment.
6. Conduct performance testing.

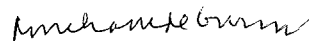
II. TERMS AND CONDITIONS:

1. The prices quoted shall be firm and irrevocable and not subject to any change whatsoever, even due to increase in cost of raw material components and fluctuations in foreign exchange rates and excise duties.
2. Bid price must be in Philippine currency and must include all costs attendant to the repair/preventive maintenance/ replacement and delivery of parts/materials to GRFTLD-DOE such as freight, brokerage, duties and taxes related to the payment of service if applicable.
3. The service contractor shall provide competent and professional service personnel with the right tools for the maintenance and servicing of the equipment.
4. The service contractor shall provide service report/s which will contain the condition of the machine based on the manufacturer's specifications. Reference standard will be used to check the equipment's performance. The equipment will be turned over to the end user after signing the acceptance report.
5. Maintenance shall be carried out during the DOE's normal business hours, or such other times as agreed upon between the service contractor and the end user.
6. No amount shall be charged to the customer if the unit is not repaired due to unavailability of part/s.
7. One hundred percent (100%) of contract price will be released only upon satisfactory completion of the preventive maintenance/repair and commissioning of the equipment and acceptance from the end user.
8. DOE shall not provide any accommodation/transportation for the engineers/representatives for attending the preventive maintenance and servicing of the equipment.
9. Delivery of Service: Job completion within sixty (60) days upon receipt of Job Order.
10. The successful bidder shall conform to the service needed based on the TOR indicated herewith.
11. The successful bidder shall provide the following additional requirements:
 - Philgeps registration
 - Updated Mayor's Permit
 - Omnibus Sworn Statement

Recommended by:


Virginia S. Llamo
Chief SRS, GRFTLD

Approved by:


Amelia M. de Guzman, CESO IV
Director, ERTLS

DEPARTMENT OF ENERGY

Energy Center, Rizal Drive, Bonifacio Global City, Taguig, Metro Manila

Quantity	Article	Approved Budget for the Contract
1 unit	PREVENTIVE MAINTENANCE/REPAIR OF JOUAN DRYING OVEN	PhP 14,000.00

TERMS OF REFERENCE


I. SCOPE OF WORK:

1. Conduct preventive maintenance/repair of one (1) unit Jouan Drying Oven.
2. Inspect the unit to determine obvious defects and cleanliness of the instrument and perform diagnostic tests to check proper equipment operation.
3. Check the heating assembly if replacement is needed. Check the wiring of the controller if replacement is needed. Check the sensor if replacement or repair is needed.
4. Check for correct operating voltages.
5. Ensure that the heating chamber is safe and clean.
6. Inspect and clean the external and internal chassis. Give recommendation/s for smooth operation of the equipment.
7. Conduct verification of reading.
8. Conduct performance testing.

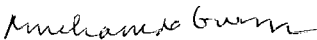
II. TERMS AND CONDITIONS:

1. The prices quoted shall be firm and irrevocable and not subject to any change whatsoever, even due to increase in cost of raw material components and fluctuations in foreign exchange rates and excise duties.
2. Bid price must be in Philippine currency and must include all costs attendant to the repair/preventive maintenance/ replacement and delivery of parts/materials to GRFTLD-DOE such as freight, brokerage, duties and taxes related to the payment of service if applicable.
3. The service contractor shall provide competent and professional service personnel with the right tools for the maintenance and servicing of the equipment.
4. The service contractor shall provide service report/s which will contain the condition of the machine based on the manufacturer's specifications. Reference standard will be used to check the equipment's performance. The equipment will be turned over to the end user after signing the acceptance report.
5. Maintenance shall be carried out during the DOE's normal business hours, or such other times as agreed upon between the service contractor and the end user.
6. No amount shall be charged to the customer if the unit is not repaired due to unavailability of part/s.
7. One hundred percent (100%) of contract price will be released only upon satisfactory completion of the preventive maintenance/repair and commissioning of the equipment and acceptance from the end user.
8. DOE shall not provide any accommodation/transportation for the engineers/representatives for attending the preventive maintenance and servicing of the equipment.
9. Delivery of Service: Job completion within sixty (60) days upon receipt of Job Order.
10. The successful bidder shall conform to the service needed based on the TOR indicated herewith.
11. The successful bidder shall provide the following additional requirements:
 - Philgeps registration
 - Updated Mayor's Permit
 - Omnibus Sworn Statement

Recommended by:


Virginia S. Llamo
Chief SRS, GRFTLD

Approved by:


Amelia M. de Guzman, CESO IV
Director, ERTLS

DEPARTMENT OF ENERGY
Energy Center, Rizal Drive, Bonifacio Global City, Taguig, Metro Manila

Quantity	Article	Approved Budget for the Contract
1 unit	PREVENTIVE MAINTENANCE/REPAIR OF MEMMERT OVEN	PhP14,000.00

TERMS OF REFERENCE

I. SCOPE OF WORK:

1. Conduct preventive maintenance/repair of one (1) unit Memmert Oven.
2. Inspect the unit to determine obvious defects and cleanliness of the instrument and perform diagnostic tests to check proper equipment operation.
3. Check the heating assembly if replacement is needed. Check the wiring of the controller if replacement is needed. Check the sensor if replacement or repair is needed.
4. Check for correct operating voltages.
5. Ensure that the heating chamber is safe and clean.
6. Inspect and clean the external and internal chassis. Give recommendation/s for smooth operation of the equipment.
7. Conduct verification of reading.
8. Conduct performance testing.

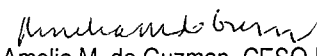
II. TERMS AND CONDITIONS:

1. The prices quoted shall be firm and irrevocable and not subject to any change whatsoever, even due to increase in cost of raw material components and fluctuations in foreign exchange rates and excise duties.
2. Bid price must be in Philippine currency and must include all costs attendant to the repair/preventive maintenance/ replacement and delivery of parts/materials to GRFTLD-DOE such as freight, brokerage, duties and taxes related to the payment of service if applicable.
3. The service contractor shall provide competent and professional service personnel with the right tools for the maintenance and servicing of the equipment.
4. The service contractor shall provide service report/s which will contain the condition of the machine based on the manufacturer's specifications. Reference standard will be used to check the equipment's performance. The equipment will be turned over to the end user after signing the acceptance report.
5. Maintenance shall be carried out during the DOE's normal business hours, or such other times as agreed upon between the service contractor and the end user.
6. No amount shall be charged to the customer if the unit is not repaired due to unavailability of part/s.
7. One hundred percent (100%) of contract price will be released only upon satisfactory completion of the preventive maintenance/repair and commissioning of the equipment and acceptance from the end user.
8. DOE shall not provide any accommodation/transportation for the engineers/representatives for attending the preventive maintenance and servicing of the equipment.
9. Delivery of Service: Job completion within sixty (60) days upon receipt of Job Order.
10. The successful bidder shall conform to the service needed based on the TOR indicated herewith.
11. The successful bidder shall provide the following additional requirements:
 - Philgeps registration
 - Updated Mayor's Permit
 - Omnibus Sworn Statement

Recommended by:


Virginia S. Llamo
Chief SRS, GRFTLD

Approved by:


Amelia M. de Guzman, CESO IV
Director, ERTLS

DEPARTMENT OF ENERGY

Energy Center, Rizal Drive, Bonifacio Global City, Taguig, Metro Manila

Quantity	Article	Approved Budget for the Contract
2 units	PREVENTIVE MAINTENANCE/REPAIR AND REPLACEMENT OF PART OF NABERTHERM FURNACE	Php 26,000.00

TERMS OF REFERENCE


I. SCOPE OF WORK:

1. Inspect the unit to determine obvious defects and cleanliness of the instrument, perform diagnostic tests to check proper equipment operation, verify calibration and make any required adjustment to bring unit to level of acceptable performance.
2. Check the wiring of the controller if replacement is needed. Check the sensor if replacement/repair is needed. Check if the furnace temperature safety feature is functioning.
3. Check for correct operating voltages.
4. Ensure that the heating chamber is safe and clean.
5. Inspect and clean the external and internal chassis. Give recommendations for smooth operation of the equipment.
6. Conduct verification of reading.
7. Conduct performance testing.

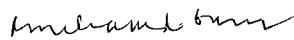
II. TERMS AND CONDITIONS:

1. The prices quoted shall be firm and irrevocable and not subject to any change whatsoever, even due to increase in cost of raw material components and fluctuations in foreign exchange rates and excise duties.
2. Bid price must be in Philippine currency and must include all costs attendant to the repair/preventive maintenance/ replacement and delivery of parts/materials to GRFTLD-DOE such as freight, brokerage, duties and taxes related to the payment of service if applicable.
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4. The service contractor shall provide service report/s which will contain the condition of the machine based on the manufacturer's specifications. Reference standard will be used to check the equipment's performance. The equipment will be turned over to the end user after signing the acceptance report.
5. Maintenance shall be carried out during the DOE's normal business hours, or such other times as agreed upon between the service contractor and the end user.
6. No amount shall be charged to the customer if the unit is not repaired due to unavailability of part/s.
7. One hundred percent (100%) of contract price will be released only upon satisfactory completion of the preventive maintenance/repair and commissioning of the equipment and acceptance from the end user.
8. DOE shall not provide any accommodation/transportation for the engineers/representatives for attending the preventive maintenance and servicing of the equipment.
9. Delivery of Service: Job completion within sixty (60) days upon receipt of Job Order.
10. The successful bidder shall conform to the service needed based on the TOR indicated herewith.
11. The successful bidder shall provide the following additional requirements:
 - Philgeps registration
 - Updated Mayor's Permit
 - Omnibus Sworn Statement

Recommended by:


Virginia S. Llamo
Chief SRS, GRFTLD

Approved by:


Amelia M. de Guzman, CESO IV
Director, ERTLS

DEPARTMENT OF ENERGY

Energy Center, Rizal Drive, Bonifacio Global City, Taguig, Metro Manila

Quantity	Article	Approved Budget for the Contract
2 unit	PREVENTIVE MAINTENANCE/REPAIR REPLACEMENT OF PARTS OF PRUFER FURNACE I and II (VCM and ASH)	PhP 30,000.00

TERMS OF REFERENCE


I. SCOPE OF WORK:

1. Inspect the unit to determine obvious defects and cleanliness of the instrument, perform diagnostic tests to check proper equipment operation, verify calibration and make any required adjustment to bring unit to level of acceptable performance.
2. Check the wiring of the controller if replacement is needed. Check the sensor if replacement/repair is needed. Check if the furnace temperature safety feature is functioning.
3. Check for correct operating voltages.
4. Ensure that the heating chamber is safe and clean.
5. Inspect and clean the external and internal chassis. Give recommendations for smooth operation of the equipment.
6. Conduct verification of reading.
7. Conduct performance testing.


II. TERMS AND CONDITIONS:

1. The prices quoted shall be firm and irrevocable and not subject to any change whatsoever, even due to increase in cost of raw material components and fluctuations in foreign exchange rates and excise duties.
2. Bid price must be in Philippine currency and must include all costs attendant to the repair/preventive maintenance/ replacement and delivery of parts/materials to GRFTLD-DOE such as freight, brokerage, duties and taxes related to the payment of service if applicable.
3. The service contractor shall provide competent and professional service personnel with the right tools for the maintenance and servicing of the equipment.
4. The service contractor shall provide service report/s which will contain the condition of the machine based on the manufacturer's specifications. Reference standard will be used to check the equipment's performance. The equipment will be turned over to the end user after signing the acceptance report.
5. Maintenance shall be carried out during the DOE's normal business hours, or such other times as agreed upon between the service contractor and the end user.
6. No amount shall be charged to the customer if the unit is not repaired due to unavailability of part/s.
7. One hundred percent (100%) of contract price will be released only upon satisfactory completion of the preventive maintenance/repair and commissioning of the equipment and acceptance from the end user.
8. DOE shall not provide any accommodation/transportation for the engineers/representatives for attending the preventive maintenance and servicing of the equipment.
9. Delivery of Service: Job completion within sixty (60) days upon receipt of Job Order.
10. The successful bidder shall conform to the service needed based on the TOR indicated herewith.
11. The successful bidder shall provide the following additional requirements:
 - Philgeps registration
 - Updated Mayor's Permit
 - Omnibus Sworn Statement

Recommended by:


Virginia S. Llamas
Chief SRS, GRFTLD

Approved by:


Amelia M. de Guzman, CESO IV
Director, ERTLS

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]