

TERMS OF REFERENCE

TECHNICAL SPECIFICATION		Statement of Compliance
TWO (2) YEAR CONTRACT OF FUELS FOR THE SERVICE VEHICLES OF SSS MAIN OFFICE FOR THROUGH FLEET CARD PROGRAM		
1	Fuel Supply Gasoline - Premium or approved equal for automotive - Euro 4 Compliant - Octane Rating of 95 maximum - Ethanol Free - Water content (% vol.); 0.1 maximum	
2	Diesel. - Diesel or approved equal for automotive - Euro 4 compliant - Clean Air Act of 2014 compliant to sulfur content - Water content (% vol.); 0.1 maximum - Biodegradable and Non-toxic	
3	Fleet Card Customization a. Must have the following control features: <ul style="list-style-type: none"> - Product restrictions - Purchase limits - Can be Deactivated and/or Reactivated upon request - Administrative Card and Vehicle Specific option - Fleet Cards can be used in any of the Fleet affiliated service stations of the Supplier 	
4	Fleet Card Design Fleet Card must have the following details: <ol style="list-style-type: none"> i. Card Number ii. Company Name iii. Vehicle details (type of vehicle and plate number) iv. Product Restriction (Type of Fuel) v. Expiry Date 	
5	Fleet Card Security Protected from hacking, fraud, unauthorized use, transaction tampering, illegal cloning, copying or counterfeiting and accidental deletion of fleet records The fleet card system should have a web-based program for data tracking or monitoring showing SSS detailed and summarized transactions.	
6	Fleet Card Acceptability The card should be accepted in all fleet card sites	



Annex “A”

7	<p>Fleet Card Customization</p> <ol style="list-style-type: none"> 1. Card use can be restricted as to product types. 2. Card use can be restricted as to vehicle, user and /or user-vehicle. 3. Should have flexible and user pre-defines purchase limits, such as but not limited to: <ol style="list-style-type: none"> a. Monthly limit, can be in peso or liter b. Daily limit, can be in peso or liter c. Transaction limit, in peso d. Frequency per day 4. Odometer reading and recording per transaction per vehicle is required 	
8	<p>Fleet Card Sites</p> <ol style="list-style-type: none"> 1. The service provider shall have a minimum of 100 fleet card stations within NCR. 2. The service provider shall have a minimum of 300 fleet card stations within the Luzon area 3. The service provider shall provide a list of all stations/sites offering fleet card services detailing the fleet card site’s name and address. 	
9	<p>Fleet Card Invoicing and Billing</p> <ol style="list-style-type: none"> 1. Cashless purchase of fuel products 2. The service provider shall issue proof of purchase for every transaction. 3. Billing system shall be computer generated. 4. Issuance of Billing statements to SSS shall be within ten (10) calendar days after the end of the applicable billing month, accompanied by a monthly report (electronic and/or signed printed copy.) Billing statement must be on a per vehicle basis. 5. All details in the SOA should be complete and accurate 	
10	<p>Fleet Card Reports</p> <ol style="list-style-type: none"> 1. Can provide the following reports, such as but not limited to: <ol style="list-style-type: none"> a. Card transaction details and analysis b. Fuel consumption report 2. Reports can be accessed and downloaded through the internet 3. Availability of internet web module for SSS authorized personnel through secured log-on access. 	
11	<p>Fleet Card Services</p> <ol style="list-style-type: none"> 1. One (1) fleet card should be issued per vehicle 2. Two (2) administrator fleet cards should be issued for emergency purposes. 3. Increase and decrease of vehicles under fleet card program are allowed subject to existing procurement laws 4. Only vehicle indicated in the fleet card shall be allowed to avail fuel. 	



Annex “A”

12	<p>Schedule of Requirements</p> <ol style="list-style-type: none"> 1. Delivery of new cards 2. The cards must be ready for use upon delivery 3. Replacement cards must be delivered with fifteen (15) calendar days upon receipt of report/request. 4. Additional cards must be delivered within fifteen (15) calendar days upon request. 5. All cards shall be delivered at EFMD Bldg., SSS Main Office, East Ave., Diliman, Quezon City 	
13	<p>Payment System</p> <ol style="list-style-type: none"> 1. Monthly Billing Cycle 2. Proof of purchase shall be issued for every transaction. 3. Settlement/Billing is through the SSS Main Office 4. Allows deduction of applicable withholding tax from monthly billing statement 5. During contract implementation, peso discount per liter offered by the bidder shall be applied to the pump price per liter at the time of purchase 6. The amount per liter of fuel to be charged to SSS shall be based on the pump price at the time of purchase, provided however that the pump price is within the prevailing market/retail/pump prices as published in the DOE website. 7. Payment period is within thirty (30) calendar days upon receipt of the complete and correct billing documents as required by SSS. 8. Payment is VAT inclusive 	
14	<p>Other</p> <ol style="list-style-type: none"> 1. Provide free 24-hour towing and roadside assistance. 2. Fleet card transaction can be processed in fleet card sites in remote areas with no available internet connection and telephone line. 3. Card fees, joining fees and other charges shall be free of charge/waived. 4. No handling fee 5. No minimum monthly purchase/consumption 6. Please see Annex 1 for the type of vehicle and type of petroleum used for each vehicle. 7. Quantities indicated are indicative numbers and for bidding purposes only. The SSS may increase or decrease the required quantities for any reason, and in such event, there shall be a corresponding upward or downward adjustment in the total amount as may be agreed upon by the parties provided that the resulting cost of said increase shall not exceed the Contract price. 8. Additional fleet cards required should be delivered within fifteen (15) working days from receipt of written request from the SSS. 9. Additional New/Old SSS service vehicles shall be enrolled later in the Fleet Card Program once the vehicles are delivered. New 	



	<p>vehicles shall come from the procurement later while the Old vehicles shall come from the surrendered vehicles from the Branches to the Main Office.</p>	
<p>15</p>	<p>Scope of Services</p> <ol style="list-style-type: none"> 1. The fleet card service provider shall provide the fuel to service vehicles of SSS Main Office using the fleet card technology. 2. The fleet card service provider must: <ol style="list-style-type: none"> i. Have a wide service station network nationwide and all of its fleet card sites are available at all times to provide fuel to service vehicle of SSS Main Office following the terms and condition set in the contract. ii. Have a web-based program for data tracking or monitoring reflecting SSS detailed and summarized transactions. iii. Ensure that the fleet card technology is protected from hacking, fraud, unauthorized use, transaction tampering, illegal cloning, copying or counterfeiting and accidental deletion of fleet records. iv. Ensure that fleet card transactions can be processed in fleet card sites in remote areas with no available internet connections and telephone lines. Allow offline transaction. v. Must have a minimum of 100 fleet card sites within NCR and 300 fleet card sites within the Luzon area. vi. Must have at least 5 fleet cards stations within the 10 km radius from SSS Main Office. vii. Provide a list of all stations/sites offering fleet card services detailing the fleet card site’s name and address. viii. Provide free 24-hour towing service and roadside assistance nationwide to all service vehicle enrolled in the fleet card program. 3. The fleet card service provider shall provide the SSS with a vehicle-specific fleet card containing the following details: <ol style="list-style-type: none"> i. Card Number ii. Company Name iii. Vehicle details (type of vehicle and vehicle plate number) iv. Product restriction (type of fuel) v. Expiry Date 4. The product restriction includes the following: <p><u>Gasoline</u></p> <p>Specification:</p> 	

	<ul style="list-style-type: none"> • Premium or approved equal for automotive • Euro 4 Compliant • Octane Rating of 95 maximum • Ethanol Free • Water content (% vol.); 0.1 maximum <p><u>Diesel</u></p> <p>Specifications:</p> <ul style="list-style-type: none"> • Diesel or approved equal for automotive • Euro 4 compliant • Clean Air Act of 2014 compliant to sulfur content • Water content (% vol.); 0.1 maximum • Biodegradable and Non-toxic <p>5. Frequency of Availment (per vehicle): as needed provided it is within the fuel allocation per month indicated in the fleet card</p> <p>6. Only the vehicle indicated in the fleet card shall be allowed to avail of the fuel.</p> <p>The increase and decrease of number of vehicles under the fleet card program are allowed subject to existing procurement laws.</p>	
<p>16</p>	<p>RESPONSIBILITIES OF THE FLEET CARD SERVICE PROVIDER</p> <ol style="list-style-type: none"> 1. The service provider shall allow the supply of gasoline and diesel to the service vehicles of SSS Main Office enrolled/listed in the Fleet Card Program, in all of its fleet card sites. 2. The service station/branch shall load fuel only to the vehicle indicated in the fleet card (plate number, petroleum products, i.e. gasoline or diesel) and no excess shall be allowed outside the maximum allocation. 3. The fleet card service station shall read and record the odometer reading per transaction. 4. A transaction slip/receipt/invoice shall be issued every time fuel is withdrawn. 5. The Statement of Account (SOA) should be accurate with the receipt/invoice issued by the service station. 6. Ensure that the fleet card transaction slip accurately reflects any and all purchases charged to the fleet card. 7. Supply of fuels shall be made by the supplier in accordance with the terms specified in the Schedule of Requirements. 8. Replacement of dilapidated/worn-out fleet cards shall be within seven (7) calendar days from receipt of report/request. 9. Additional cards must be delivered within seven (7) calendar days upon receipt of request. 	

Annex "A"

	<ol style="list-style-type: none">10. Issuance of Billing statements to SSS shall be within ten (10) calendar days after the end of the applicable billing month, accompanied by a monthly report (electronic and/or signed printed copy.) Billing statement must be on a per vehicle basis.11. Issuance of the corresponding Official Receipt on payments made by SSS.12. All SSS vehicles registered under the Fleet Card program shall be enrolled for free 24-hour towing and roadside assistance service.13. Two (2) pieces Administrator Fleet Card shall be provided (not user-specific nor vehicle specific) for common use.14. All cards shall be delivered at EFMD Bldg, SSS Main Office, East Ave., Diliman, Quezon City.	
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DOCUMENTARY REQUIREMENTS

1	PhilGEPS Registration
2	SEC Registration
3	Mayor's Permit
4	Bid Form (Form 1)
5	Price Schedules/Bid Breakdown (Form 2)
6	Bid Securing Declaration (Form 3)
7	Omnibus Sworn Statement (Form 4)



ANNEX 1

SSS MAIN OFFICE SERVICE VEHICLES

ANNEX 1

SSS MAIN OFFICE SERVICE VEHICLES

	TYPE/MODEL	PLATE NUMBER	TYPE OF PETROLEUM FUEL USED
1	TOYOTA FX REVO	SFK-406	Gasoline
2	TOYOTA FX REVO	SFK-419	Gasoline
3	TOYOTA FX REVO	SFN-111	Gasoline
4	TOYOTA COROLLA	WSD-686/132006	Gasoline
5	MAZDA SEDAN	RJ-9564	Gasoline
1	TOYOTA HI ACE COM (Ambulance)	SEF-321	Diesel
2	ISUZU TRUCK	SFU-877	Diesel
3	MITSUBISHI ADVENTURE GLX	SHG-303	Diesel
4	MITSUBISHI ADVENTURE GLX	SHG-321	Diesel
5	MITSUBISHI ADVENTURE GLX	SHG-324	Diesel
6	MITSUBISHI ADVENTURE GLX	SHG-325	Diesel
7	MITSUBISHI ADVENTURE GLX	SHP-851	Diesel
8	MITSUBISHI ADVENTURE GLX	SHP-857	Diesel
9	ISUZU PASSENGER VAN TYPE	SHY-852	Diesel
10	TOYOTA GRANDIA GL	SJA-897	Diesel
11	HYUNDAI STAREX	SJN-707	Diesel
12	MITSUBISHI ADVENTURE GLX	SJT-270	Diesel
13	TOYOTA FORTUNER 4X2 2.5G	SJX-560	Diesel
14	ISUZU CROSSWIND XL MT	SKB-164	Diesel
15	ISUZU CROSSWIND XL MT	SKB-165	Diesel
16	ISUZU CROSSWIND XL MT	SKB-166	Diesel
17	ISUZU CROSSWIND XL MT	SKB-167	Diesel
18	ISUZU CROSSWIND XL MT	SKB-168	Diesel

From BSS, P7 U354
(Conduction Sticker) Toyota
Innova 2020

Annex “A”

19	ISUZU CROSSWIND XL MT	SKB-169	Diesel	
20	ISUZU CROSSWIND XL MT	SKB-171	Diesel	
21	ISUZU CROSSWIND XL MT	SKB-172	Diesel	
22	ISUZU CROSSWIND XL MT	SKB-173	Diesel	
23	ISUZU CROSSWIND XL MT	SKB-174	Diesel	
24	ISUZU CROSSWIND XL MT	SKB-175	Diesel	
25	ISUZU CROSSWIND XL MT	SKB-176	Diesel	
26	ISUZU CROSSWIND XL MT	SKB-177	Diesel	
27	MINISUBISHI ADVENTURE GLX	SKC-199	Diesel	
28	MINISUBISHI ADVENTURE GLX	SKC-200	Diesel	
29	MINISUBISHI ADVENTURE GLX	SKC-209	Diesel	
30	MINISUBISHI ADVENTURE GLX	SKC-210	Diesel	
31	MINISUBISHI ADVENTURE GLX	SKC-219	Diesel	
32	MINISUBISHI ADVENTURE GLX	SKC-220	Diesel	
33	MINISUBISHI ADVENTURE GLX	SKC-222	Diesel	
34	MINISUBISHI ADVENTURE GLX	SKC-229	Diesel	
35	MINISUBISHI ADVENTURE GLX	SKC-230	Diesel	
36	MINISUBISHI ADVENTURE GLX	SKC-239	Diesel	From POEA P7 U340 (Conduction Sticker) Toyota Innova 2020
37	MONTERO SPORT	TVQ-901 (SKT-965)	Diesel	
38	HYUNDAI GRAND STAREX	ABE-1124	Diesel	
TO BE ENROLLED IN FLEET CARD PROGRAM				
1	TOYOTA INNOVA 2020	P7 V518 (Conduction Sticker)	Diesel	MOD
2	TOYOTA INNOVA 2021	P7 U204 (Conduction Sticker)	Diesel	MOD
3	TOYOTA INNOVA 2022	P7 V281 (Conduction Sticker)	Diesel	MOD
4	TOYOTA INNOVA 2023	P7 U430 (Conduction Sticker)	Diesel	MOD
5	TOYOTA INNOVA 2024	P8 B147 (Conduction Sticker)	Diesel	COMSEC
6	LIGHT TRUCK	For Procurement	Diesel	EFMD
49	TOTAL			

Form 1

Bid Form for the Procurement of Goods

PROCUREMENT OF FUELS FOR THE SERVICE VEHICLES OF SSS MAIN OFFICE FOR TWO (2) YEARS THRU THE FLEET CARD PROGRAM (NEGOTIATED PROCUREMENT)

Date: _____

Project Identification No.: _____

To: SOCIAL SECURITY SYSTEM
East Avenue, Diliman, Quezon City

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to [supply/deliver/perform] PROCUREMENT OF FUELS FOR THE SERVICE VEHICLES OF SSS MAIN OFFICE FOR TWO (2) YEARS THRU THE FLEET CARD PROGRAM in conformity with the said PBDs for the sum of _____ (P) [total Bid amount in words and figures] or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules/ Bid Breakdown attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein or in the Price Schedules/ Bid Breakdown,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:



Annex "A"

Name and address Amount and Purpose of
of agent Currency Commission or gratuity

(if none, state "None")

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of [name of the bidder] as evidenced by the attached [state the written authority].

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices/Bid Breakdown, shall be a ground for the rejection of our bid.

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____



Price Schedule(s)/ Bid Breakdown

**PROCUREMENT OF FUELS FOR THE SERVICE VEHICLES OF SSS MAIN
OFFICE FOR TWO (2) YEARS THRU THE FLEET CARD PROGRAM
(NEGOTIATED PROCUREMENT)**

Name of Bidder _____

Invitation to Bid Number _____

INSTRUCTION:Fill-in the boxes shaded with
yellow

**BID BREAKDOWN FOR THE PROCUREMENT OF FUELS FOR SSS MAIN O
VEHICLES
FOR TWO (2) YEARS THRU THE FLEET CARD PROGRAM
(Negotiated Procurement)**

Year 1

FUEL	NO. OF VEHICLES	ANNUAL FUEL ALLOCATION (LITERS)	COST PER LITER	LESS: PESO DISC. IN ACTUAL PUMP PRICE/LITER	NET PR PER LIT
GASOLINE	5	3,062.98	59.03		59.03
DIESEL	44	71,659.75	42.62		42.62
	49	TOTAL COST-Year 1			

Year 2

FUEL	NO. OF VEHICLES	ANNUAL FUEL ALLOCATION (LITERS)	COST PER LITER	LESS: PESO DISC. IN ACTUAL PUMP PRICE/LITER	NET PR PER LIT
GASOLINE	5	5,691.84	67.88		67.88
DIESEL	44	60,178.97	49.01		49.01
	49	TOTAL COST-Year 2			

Total Cost (for 2 Years)



Annex "A"

Note:

1. Quantities and unit costs stated are indicative numbers and for reference only. The SSS may increase or decrease the required quantities and in such event, there shall be a corresponding upward or downward in the total amount as may be agreed upon by both parties prior to the resulting cost of said increase or decrease shall not exceed the original purchase.
2. During contract implementation, peso discount in actual pump price offered by the bidder shall be applied to the pump price per liter per purchase.
3. Cost proposal must be inclusive of all applicable taxes per Section 28.6 of the Bidders, item 28.6.

Prepared by:



Contractor



Name & Signature of Representative



Contact Number

A handwritten signature in blue ink at the bottom right of the page.

Bid Securing Declaration Form

REPUBLIC OF THE PHILIPPINES) CITY OF
_____) S.S.

BID SECURING DECLARATION

Project Identification No.: [Insert number]

To: *[Insert name and address of the Procuring Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of *[month]*
[year] at *[place of execution]*.

*[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]

GPPB Resolution No. 16-2020, dated 16 September 2020



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 documents 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;



Annex “A”

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. *[Consultant]* 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]

GPPB Resolution No. 16-2020, dated 16 September 2020

