



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
REGIONAL OFFICE NO. VII  
SUDLON, LAHUG, CEBU CITY  
Tel. Nos. (032) 236-2875

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

for the

## **PROVISION OF CLERICAL SERVICES FOR FY 2022**

**DBMRO7-2021-11**

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# *Glossary of Acronyms, Terms, and Abbreviations*

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

**Bid** – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

**Bidder** – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

**Bidding Documents** – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**Consulting Services** – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

**CDA** - Cooperative Development Authority.

**Contract** – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

**DDP** – Refers to the quoted price of the Goods, which means “delivered duty paid.”

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

**Foreign-funded Procurement or Foreign-Assisted Project**– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

**Framework Agreement** – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

**GFI** – Government Financial Institution.

**GOCC** – Government-owned and/or –controlled corporation.

**Goods** – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

**Procurement Project** – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**Supplier** – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

**UN** – United Nations.

## ***Section I. Invitation to Bid***



REPUBLIC OF THE PHILIPPINES  
**DEPARTMENT OF BUDGET AND MANAGEMENT**  
REGIONAL OFFICE VII

**INVITATION TO BID FOR THE PROVISION OF CLERICAL  
SERVICES FOR FY 2022**

1. The **Department of Budget and Management Regional Office VII**, through the **National Expenditure Program (NEP) of FY 2022** intends to apply the sum of **Three Hundred Twenty Thousand Pesos (P320,000.00)** being the ABC to payments under the contract for the **Provision of Clerical Services for FY 2022** with **Project Identification Number DBM07-2021-11**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Department of Budget and Management Regional Office VII** now invites bids for the above Procurement Project. Delivery of the Goods is required for the period **January 1, 2022 to December 31, 2022**. Bidders should have completed, within **two (2 years)** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective bidders may obtain further information from DBM Regional Office VII and inspect the Bidding Documents at the address given below from 9:00 AM to 4:00 PM.
5. A complete set of Bidding Documents may be acquired by interested bidders from **October 6, 2021 until the deadline of bid submission on October 26, 2021, 9:00 AM** from the given address and website(s) below and upon payment of applicable fee for the bidding documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **P1,000.00**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through electronic means.
6. The Department of Budget and Management Regional Office VII will hold a Pre-Bid Conference on **October 14, 2021 at 2:00 PM** through video conferencing or webcasting via google meet, which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, **on or before 9:00 AM on October 26, 2021**. Late bids shall not be accepted.

The bidders shall drop their duly accomplished technical proposal including the eligibility requirements and financial proposals in two separate sealed envelopes in the bid box located at the address indicated below. Late bids shall not be accepted.

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be at **October 26, 2021, 2:00 PM** at the given address below and/or via google meet. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **Department of Budget and Management Regional Office VII** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. Further, please be informed that this is an **early procurement** of the FY 2022 program/activity/project to ensure efficient and full implementation of program/activity/project within the validity period of the FY 2022 national budget per GPPB Circular No. 06-2019. **The appropriation for this expense is included the FY 2022 National Expenditure Program submitted to Congress for enactment. The Notice of Award shall be issued upon approval of the FY 2022 General Appropriations Act (GAA) by Congress and signed by the President into law.**

12. For more information, please refer to:

Cherry Cris A. Garate or Michelle Ann Remoroza  
BAC Secretariat  
Department of Budget and Management Regional Office No. VII  
Sudlon, Lahug, Cebu City  
cgarate@dbm.gov.ph / dbm-ro7bac@dbm.gov.ph  
(032) 236-2875

13. Google meet links:

Pre-bid conference link (October 14, 2021, 2:00PM):

[meet.google.com/isx-pps-j-mpi](https://meet.google.com/isx-pps-j-mpi)

Bid Opening link (October 26, 2021, 2:00PM):

[meet.google.com/yey-hibv-iyh](https://meet.google.com/yey-hibv-iyh)

October 6, 2021

**LENIN S. BERNALES**  
BAC Chairperson



## ***Section II. Instructions to Bidders***

## 1. Scope of Bid

The Procuring Entity, **Department of Budget and Management Regional Office VII** wishes to receive Bids for the **Provision of Clerical Service for FY 2022** with identification number **DBMRO7-2021-11**.

The Procurement Project (referred to herein as “Project”) is composed of **1 lot Clerical Services**, the details of which are described in Section VII (Technical Specifications).

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for **FY 2022** in the amount of **Three Hundred Twenty Thousand Pesos (P 320,000.00)**.

2.2. The source of funding is **FY 2022 National Expenditure Program**.

## 3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

## 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

## 5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## **6. Origin of Goods**

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

## **7. Subcontracts**

- 7.1. The Procuring Entity has prescribed that **Subcontracting is not allowed**.

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

## **9. Clarification and Amendment of Bidding Documents**

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

## **10. Documents comprising the Bid: Eligibility and Technical Components**

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **two (2) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines.

Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## **11. Documents comprising the Bid: Financial Component**

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in e.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
    - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

### **13. Bid and Payment Currencies**

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

13.2. Payment of the contract price shall be made in **Philippine Pesos**.

### **14. Bid Security**

14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until **February 23, 2022**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### **15. Sealing and Marking of Bids**

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

### **16. Deadline for Submission of Bids**

16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

### **17. Opening and Preliminary Examination of Bids**

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

## 18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

## 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows: **One Project having several items that shall be awarded as one contract.**
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## 20. Post-Qualification

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

## 21. Signing of the Contract

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.



## ***Section III. Bid Data Sheet***



# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. The bidder must have completed a single contract that is similar to this project, equivalent to at least <b>fifty percent (50%)</b> of the ABC.</li> <li>b. completed within <b>two (2) years</b> prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	Subcontracting is not allowed.
12	Not applicable.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than <b>P6,400.00</b> (<i>2% of ABC</i>), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b>P16,000.00</b> (<i>5% of ABC</i>), if bid security is in Surety Bond.</li> </ul>
19.3	<p>One (1) lot, <b>Provision of Clerical Services for FY 2022</b>, one (1) Clerk with ABC of <b>P 320,000.00</b>.</p> <p>Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p> <p>In all cases, the NFCC computation, if applicable, must be sufficient for all the lots or contracts to be awarded to the Bidder.</p>
20.1	<p>(1) Only those latest income and business tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) within the last six months preceding the date of bid submission shall be accepted.</p> <p>(2) PhilGEPS Registration Certificate if not submitted during bid submission.</p>
21.1	No further instructions.

## ***Section IV. General Conditions of Contract***

## 1. **Scope of Contract**

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

## 2. **Advance Payment and Terms of Payment**

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

## 3. **Performance Security**

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

## 4. **Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC**, **Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

## **5. Warranty**

- 6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

## **6. Liability of the Supplier**

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

## ***Section V. Special Conditions of Contract***

## Special Conditions of Contract

GCC Clause	
1	<p>Additional Requirements, Terms and Conditions of the Contract:</p> <ol style="list-style-type: none"> <li>1. The Service Provider hereby warrants that the clerk assigned to render services to the DBM ROVII is its own employees and that no-principal-agency relationship or employer-employee relationship exist between the DBM ROVII and the SERVICE PROVIDER, or between the DBM ROVII and the clerk. The DBM ROVII shall not be responsible for any claims of personal injury or damages, including death, caused to the clerk, or to any third person where such injury or death arise during the period of duty. It is expressly agreed and understood that premium payments/claims under the provisions of the Social Security Act, Philhealth and HDMF /Pag-ibig Fund shall be for the account of the SERVICE PROVIDER.</li>   <li>2. The SERVICE PROVIDER shall have command, supervision and control of the clerk with the best interest of the DBM ROVII in mind. DBM ROVII, however, shall have the right to give instructions, directions and orders to the clerk to ensure the proper enforcement of its rules, regulations and policies, in accordance with its service standard; provided that such instructions, directions and orders are not contrary to the law. The exercise by the DBM ROVII of the said right, shall not in any way affect the independent contractor relationships between the DBM ROVII and the SERVICE PROVIDER, as herein provided.</li>   <li>3. Delivery &amp; Documents</li> </ol> <p>Delivery of services shall be made in accordance with the term specified in Section VI (Schedule of Requirements).</p> <p>Upon delivery of the services to the Project Site, the SERVICE PROVIDER shall notify the DBM ROVII and present the following documents to the DBM ROVII, as basis for the payment:</p> <ol style="list-style-type: none"> <li>a. Original copies of the SERVICE PROVIDER’s Billing Statement showing Service description, quantity and amount.</li> <li>b. Certified copies of documents reflecting payment/remittances of SSS, Philhealth and Pag – IBIG benefits of the clerk assigned to the entity.</li> <li>c. Certified copy of the payroll showing acknowledgment of receipt by the clerk of his salaries for the two (2) quincenas prior to current billing.</li> </ol>

	<p>4. The SERVICE PROVIDER shall compensate the clerk in such amounts that shall not be lower than those prescribed under Item 1 of the technical specifications.</p> <p>5. Failure of the SERVICE PROVIDER to pay the amount of compensation due to the clerk for a period of one (1) month shall be a basis/grounds for the termination of contract.</p> <p>6. The DBM ROVII must provide quarterly reports on the results of the feedback/surveys/comments on the performance of the Clerk conducted by the same.</p>
2.2	The terms of payment shall be on a monthly basis.
4	None

## *Section VI. Schedule of Requirements*

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	<b>Clerical Services</b>	One (1) Clerk	1	<p>Upon the issuance of Notice to Proceed (NTP)</p> <p>8 HOURS/Day five (5) days a week, Mondays to Fridays excluding all Holidays (Regular and Special Non-working)</p> <p>Note:</p> <p>Anticipated absence shall be replaced immediately or not to exceed one day by another clerk as reliever</p>

I hereby certify to comply and deliver with all the above requirements.

\_\_\_\_\_  
Name of Bidder/Company

\_\_\_\_\_  
Signature over Printed Name  
of Representative

\_\_\_\_\_  
Date



## ***Section VII. Technical Specifications***

# Technical Specifications

Bidders must state here either “Comply” or “Not comply” in the column “Statement of Compliance” against each individual parameters of each “Specification”.

Item	Specification	Statement of Compliance
1	<p>One (1) year provision of Clerical Services at DBM Regional Office VII, rendering eight (8) hours, 5 days a week excluding all holidays (regular and special non-working).</p> <p>one (1) Clerk required</p> <p><b>RATE:</b></p> <p>a. Clerk – <b>P 736.36 per day (P 16,200.00 per month)</b></p>	
2	<p>The Service Provider shall provide one (1) Clerk who is:</p> <p>a. of good moral character and without criminal or police records;</p> <p>b. physically and mentally fit, as evidence by the medical certificate; and</p> <p>c. duly trained and skilled to function as clerk personnel.</p> <p>d. fully vaccinated</p> <p>The Service Provider, upon receipt of the Notice of Award, shall be required to submit to DBM ROVII a sworn statement attesting the compliance with the foregoing.</p>	
3	<p>The Service Provider shall assign a Roving Supervisor from its own account to monitor the performance of the clerk attendance and handle consolidation of daily timecards periodically in preparation for the billing to DBM Regional Office VII.</p>	

4	<p>The outsourced personnel shall perform the following:</p> <p><b>CLERK</b></p> <p>a. Assists the Financial and Administrative Division in the Release of Documents, Archiving and Inventory of Documents/Records.</p> <p>b. Assists the Financial and Administrative Division in the day to day transactions related to the Supply and Personnel.</p> <p>c. Assists in the filing and reproducing of documents.</p> <p>d. Performs other duties as may be required by the Department/Office with respect to messengerial and clerical works.</p>	
5	<p><b>Uniform</b></p> <p>The Service Provider shall provide the personnel with appropriate uniforms, protective gear, if necessary, and ensure that they shall observe proper personal hygiene and appear neat and clean at all times.</p>	
6	<p><b>Stability</b></p>	
	<ol style="list-style-type: none"> <li>1. At least a minimum of two (2) years of experience in Clerical Services.</li> <li>2. The Service Provider must have completed, within the past two (2) years from the date of bid submission a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.</li> <li>3. Liquidity of the Contractor: Current Asset minus Current Liabilities based on Balance Sheet as of December 31, 2020 matches at least 25% of the ABC.</li> <li>4. Organizational Set-up: with good office set-up, personnel, and office tools and equipment. The agency must submit a company profile, confirming the foregoing</li> </ol>	

	<p>requirements including an organizational chart.</p> <p>5. Resources: must have employed at least five (5) clerks (attached list of clerks presently employed with the agency). Likewise, the Service Provider should have a physical office in Cebu Province and working phone numbers for easy contact.</p>	
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I hereby certify to comply with all the above Technical Specifications.

<b>Name of Bidder/Company</b>	<b>Signature over Printed Name of Representative</b>	<b>Date</b>
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## **TERMS OF REFERENCE FOR THE CONTRACT OF CLERICAL SERVICES**

### 1. General Conditions

- a. The Service Provider shall provide DBM ROVII at its premises located at the Sudlon, Lahug, Cebu City, with one (1) clerk who is reliable and professionally-trained and who shall each work eight (8) hours a day, five (5) days a week excluding holidays (Regular and Special non-working). However, the personnel may be requested to provide assistance outside the regular working hours or during weekend, or holidays, upon the approval of the Chief Administrative Officer or his/her duly authorized representative.
- b. The Service Provider agrees that DBM Regional Office VII reserves the right to screen and accept or deny the deployment of any personnel recommended by the Service Provider.
- c. DBM ROVII has the right to effect changes in the assignment/deployment of the clerk at any time during the contract period through a written notice to the Service Provider. It is agreed further that the number of clerk maybe increased or decreased at the discretion of the DBM ROVII depending upon the need and in the exigency of the service.
- d. The Service Provider shall not reshuffle personnel without the prior clearance/approval of DBM ROVII which hereby reserves the right to reject any proposal to reassign personnel if such re-assignment is found to pose an imminent danger or prejudice to the service. It is however understood that on matter of disciplinary action toward the personnel of the Service Provider, DBM ROVII shall cooperate with the Service Provider or vice versa by means of mutual consultation.
- e. The contractor shall make available relievers and/or replacements at all times to ensure continuous and uninterrupted services.
- f. The Service Provider shall pay its personnel on time not less than the rate stated in Item 1 of the technical specifications and other benefits mandated by the law. The Service Provider shall provide the clerk their monthly pay slip containing the necessary information on it. The Service Provider shall comply with the laws governing labor standards and employee's compensation. A certificate for the purpose shall be required from the Service Provider.
- g. The Service Provider shall have no previous record of delinquency on payment of premiums and shall secure and submit clearance certificates from the implementing government agencies.
- h. The Service Provider shall submit, along with the monthly billing statement, a certified true copy of the duly accomplished payroll sheet, receipts and prescribed reports stamp received by SSS, Philhealth or Pag-ibig premiums of the clerk assigned to DBM ROVII.

- i. The Service Provider in the performance of its services shall secure, maintain at its own expense all registration, licenses or permits required by law, and shall comply with all pertinent rules and regulations. The Service Provider's personnel shall take all necessary precautions for the safety of all persons and properties at or near the area of work and shall comply with all the standards and established safety regulations, rules and practices.
- j. The service provider shall ensure that safety shall be the first priority in the performance of its functions, and avoid the creation of safety hazards both in the condition of the work performed and while doing the work.
- k. The Service Provider shall assume responsibility and liability for all damages and losses which may occur within the DBM ROVII's premises directly caused or arising as a result of any misconduct, negligence, fault, dishonesty or dereliction of duty of the personnel concerned, as maybe found by a joint and impartial investigation. Provided, that DBM ROVII shall advice or report orally or in writing to the Service Provider the same. The maximum liability of the Service Provider in case of loss or damage under this paragraph shall be for the replacement or reparation of the loss or damaged property or the corresponding amount of the loss or damaged property. DBM ROVII shall have no authority to automatically deduct its claim under this paragraph from the agreed fees due to the Service Provider or to withhold payment of same without the approval of the Service Provider. It is expressly understood, however, that the Service Provider shall not be liable for damages or losses due to fortuitous events or force majeure.
- l. DBM ROVII shall prescribe the time and schedule of duties of the Service Provider's personnel. The Service Providers personnel and the latter are prohibited to stay overnight at the DBM ROVII building unless authorized. The respective areas of assignment of the personnel shall be determined by the DBM ROVII, who may also prescribe additional duties to the personnel in the enforcement of regulations and instructions.
- m. The Service Provider shall maintain its good standing and remain a competent Clerk Services Contractor, financially capable of acting as an independent contractor and shall obtain all necessary licenses, permits, and comply with all laws, ordinances and regulations required for all Clerk Services agencies. If DBM ROVII has reason to believe that the Service Provider has failed to comply with a law or regulations regulating employment of labor, DBM ROVII may then notify the Service Provider accordingly and if the latter shall refuse or fail to present satisfactory proof to the contrary within thirty (30) days from receipt of such notice of the DBM ROVII, the DBM ROVII shall have the right to immediately terminate the Contract, the previous provision notwithstanding, and without prejudice to any action which the DBM ROVII may institute for damages he has suffered thereby.
- n. DBM ROVII shall not be responsible for any accident, mishap or injury of any kind or nature that may be sustained by any of the personnel of the Service Provider while performing their respective duties at the DBM ROVII's premises during their tour of duty, including death resulting therefrom. It being understood that the personnel heir's claims in connection with his employment shall be borne by and the sole liability of the Service Provider.

- o. The Service Provider shall agree to subject its personnel assigned to DBM ROVII to security check by authorized security personnel when coming in and leaving the premises. Further, the Service Provider shall periodically check the personnel in the performance of their duties and responsibilities in coordination with the DBM ROVII, to ensure they properly discharged their duties and responsibilities and are not committing any act(s) prejudicial against the interest of the DBM ROVII.
- p. No modification shall be made to the Contract between the parties, except in writing, signed by the DBM ROVII and the Service Provider.
- q. The Service Provider shall not assign, transfer, pledge or make other dispositions of this Contract or any part thereof, except with the prior written consent of the DBM ROVII.
- r. In the case of a dispute between the Procuring Entity and the Service Provider, the dispute shall be resolved in accordance with Republic Act 9285 (“R.A. 9285”), otherwise known as the “Alternative Dispute Resolution Act of 2004” and the procedures provided by Republic Act No. 9184, as applicable.

## 2. Scope of Service

Under the direction and supervision of DBM ROVII’s Chief Administrative Officer, or his/her designee, the Service Provider agrees to perform the following services:

### CLERK

- a. Assists the Financial and Administrative Division in the Release of Documents,
- b. Archiving and Inventory of Documents/Records.
- c. Assists the Financial and Administrative Division in the day to day transactions related to the Supply and Personnel.
- d. Assists in the filing and reproducing of documents.
- e. Performs other duties as may be required by the Department/Office with respect to messengerial and clerical works.

## 3. Limitation of Scope

The scope of the services shall be limited to the discharge of function as described in the scope of work/services. Performance of tasks that may be assigned not essential, necessary or related to the Clerk Services functions, shall not be construed as an acceptance of accountability but a mere accommodation to the client. Any resulting loss or damage from such accommodation shall be the sole responsibility of the Client.

## 4. Contractual Consideration

For and in consideration of the above services. DBM ROVII shall during the term of the Contract, pay the Service Provider an amount equivalent to the salary of the Clerk - P 736.36 per day (P 16,200.00 per month)) and benefits mandated by law, inclusive of administrative overhead and VAT, mandated by law on the basis of an eight (8) hours a day work, five (5) days a week (Monday to Friday) in accordance with the attached Cost Distribution Schedule (Annex B).

5. Review/Audit of Bills

The DBM ROVII shall be given 15 days to review/audit the Service Providers invoice, within which time DBM ROVII may contest the accuracy of the amount invoiced. In the absence of a written advice concerning discrepancies on the invoice after the review period, the invoice shall be deemed accurate and accepted. In ease of discrepancies in the invoice, the same shall be returned to the Service Provider for appropriate correction or revision in which case DBM ROVII shall have 15 days from receipt of the corrected invoice within which to settle the same.

6. Billing Requirements

The Service Provider shall support its billings with DBM ROVII approved daily time records as proof of services rendered to the client. Should DBM ROVII subsequently require for other documents, the same shall be communicated in writing and shall not preclude the collection of any outstanding invoices prior to the delivery of the Client's request.

7. Amounts Earmarked and Held in Trust

The DBM ROVII understands that by virtue of Philippine Laws, DO-18A and the Service Provider acting for the Client as principal, any bill or any portion of it pertaining to amounts due to government, salaries and/or any amounts earmarked for the benefit of labor, are held in trust and therefore, shall not be diminished nor delayed. DBM ROVII shall be free from liability on such expenses, penalties, surcharges or damages arising from diminution or delay in the payment of said amounts, provided that such diminution or delay is not attributable to DBM ROVII's fault or negligence.

8. Supervision and Control

The Service Provider shall exercise discipline, supervision, control and administration over its personnel in accordance with law, ordinances and pertinent governmental rules and regulations as well as the rules and policies laid down by DBM ROVII on the matter. The Service Provider is the direct employer of the personnel assigned to DBM ROVII. Parties acknowledge that employer-employee relationship exists between the SERVICE PROVIDER and the personnel.

9. Replacement of Personnel

The DBM ROVII may have a personnel changed or replaced at any time whose work it finds or believes to be below standard or whose conduct is unsatisfactory, or is prejudicial to its interest, as determined by DBM ROVII.

10. Confidentiality Clause

The Clerk provided by the Service Provider shall at all times maintain confidentiality of all documents and any information that they may have knowledge by virtue of their services to the DBM ROVII and not to disclose to any third party all confidential information received from or entrusted by DBM ROVII. The Clerk shall be prohibited from using the confidential information or documents received or entrusted by DBM ROVII for purposes other than compliance with its obligations as Clerk.

12. Term of Contract

The period of services shall take effect on January 1, 2022 for a period of one (1) year. Either party may pre-terminate for legal cause at any time upon serving a written notice to the other party, thirty (30) days prior the intended date of termination.



## ***Section VIII. Bid Forms***

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## **Bid Form for the Procurement of Goods**

*[shall be submitted with the Bid]*

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### **BID FORM**

Date : \_\_\_\_\_

Project Identification No. : \_\_\_\_\_

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

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]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[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 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,

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:

Name and address of agent	Amount	Purpose of 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, 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: \_\_\_\_\_

### COST DISTRIBUTION SCHEDULE

	Monthly Rate	
	Clerk	
Daily Basic Salary Rate		
Number of Days per Month		
<b>REIMBURSABLE COSTS:</b>		
Payable Directly to the Clerk		
Basic Salary – at daily rate for the equivalent of No. of days per month		
Night Differential Premium Pay – 10% of basic salary		
13 <sup>th</sup> month pay – 1/12 of basic salary		
Service Incentive Leave Pay – 5 days per year		
Sub-total A.1		
Sub-total A.2		
Payable to the government – Employee Share of:		
Social Security Premiums		
PhilHealth Premiums		
ECC Insurance Premiums		
Pag-IBIG Fund Contribution		
Sub-total B		
(C)TOTAL REIMBURSABLE COST – (A + B)		
(D) ADD: ADMINISTRATIVE COST (Max. of 20% of C)		
(E) VALUE-ADDED TAX – [( C + D ) *12%]		
TOTAL PRICE – (C + D + E)		
CONTRACT / BILLING RATE – per month		
CONTRACT / BILLING RATE – per day		
CONTRACT / BILLING RATE – per hour		
<p>ABOVE RATES ARE INCLUSIVE OF VALUE ADDED TAX  UNWORKED REGULAR AND SPECIAL NON-WORKING HOLIDAYS WILL BE BILLED AT ABOVE RATE FOR 8 HOURS REGULAR WORK DAY AS AND WHEN SUCH HOLIDAY DO OCCUR</p>		

**Price Schedule for Goods Offered from Within the Philippines**

*[shall be submitted with the Bid if bidder is offering goods from within the Philippines]*

**For Goods Offered from Within the Philippines**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_ of \_\_\_

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit  (col 5+6+7+8 )	Total Price delivered Final Destination  (col 9) x (col 4)

## **Bid Securing Declaration Form**

*[shall be submitted with the Bid if bidder opts to provide this form of bid security]*

---

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]*

### **Performance Securing Declaration (Revised)**

*[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]*

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REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_ ) S.S.

### **PERFORMANCE SECURING DECLARATION**

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
  - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
    - i. Procuring Entity has no claims filed against the contract awardee;
    - ii. It has no claims for labor and materials filed against the contractor; and
    - iii. Other terms of the contract; or
  - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

**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]*

**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]*

## **Contract Agreement Form for the Procurement of Goods (Revised)**

*[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]*

---

### **CONTRACT AGREEMENT**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures in specified currency*] (hereinafter called “the Contract Price”).

#### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;  
  
Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
  - v. Other contract documents that may be required by existing laws and/or the

Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

*[Insert Name and Signature]*

*[Insert Name and Signature]*

*[Insert Signatory's Legal Capacity]*

*[Insert Signatory's Legal Capacity]*

*for:*

*for:*

*[Insert Procuring Entity]*

*[Insert Name of Supplier]*

**Acknowledgment**

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

***Section IX. Checklist of Technical and  
Financial Documents***

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;
- (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

#### Technical Documents

- (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (f) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
- (h) Original copy of Notarized Bid Securing Declaration; **and** Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);  
**or**  
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

***Class "B" Documents***

- (l) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;  
**or**  
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

**II. FINANCIAL COMPONENT ENVELOPE**

- (m) Original of duly signed and accomplished Financial Bid Form; **and**
- (n) Original of duly signed and accomplished Price Schedule(s).

Other documentary requirements under RA No. 9184 (as applicable)

- (o) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

## Sealing and Marking of Bid Documents





