



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

PHILIPPINE BIDDING DOCUMENTS

Procurement of PROVISION OF CLERICAL SERVICES FOR FY 2025 (Early Procurement Activity)

DBMRO7-2024-10-002

Government of the Republic of the Philippines

**Sixth Edition
July 2020**

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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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

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



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

INVITATION TO BID FOR THE PROVISION OF CLERICAL SERVICES FOR FY 2025

1. The **Department of Budget and Management Regional Office VII**, through the **National Expenditure Program (NEP) of FY 2025** intends to apply the sum of **Seven Hundred Fourteen Thousand Pesos (P714,000.00)** being the ABC to payments under the contract for the **Provision of Clerical Services for FY 2025** with **Project Identification Number DBMRO7-2024-10-002**. 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, 2025 to December 31, 2025**. 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 (Monday-Friday)**.
5. A complete set of Bidding Documents may be acquired by interested bidders from **October 10, 2024, until the deadline of bid submission on October 30, 2024, 8:00 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 **P700.00**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through electronic means.

6. The **DBM Regional Office VII BAC** will hold a Pre-Bid Conference¹ on **October 17, 2024, 10:00 AM** at the **2nd floor Gym Area of DBM ROVII Multi-Purpose Building** and/or through video conferencing or webcasting via **Teams**, which shall be open to prospective bidders.

Prospective bidders who will join through video conferencing or webcasting via **Teams** may use this meeting link: <https://tinyurl.com/2v7c2ncu>

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below **on or before 8:00 AM on October 30, 2024**. 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 on **October 30, 2024, 9:30 AM** 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.

Bidders who will join through video conferencing or webcasting via **Teams** may use this meeting link: <https://tinyurl.com/3wfh2djw>

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 2025 program/activity/project to ensure efficient and full implementation of program/activity/project within the validity period of the FY 2025 national budget per GPPB Circular No. 06-2019. **The appropriation for this expense is included the FY 2025 National Expenditure Program submitted to Congress for enactment. The**

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

Notice of Award shall be issued upon approval of the FY 2025 General Appropriations Act (GAA) by Congress and signed by the President into law.

12. For further information, please refer to:

Mr. Narciso T. Ardina or Ms. Reich G. Ybiernas
BAC Secretariat
Department of Budget and Management Regional Office VII
Sudlon, Lahug, Cebu City
nardina@dbm.gov.ph / dbm-ro7bac@dbm.gov.ph
0998-176-9628

13. You may visit the PhilGEPS website for the downloading of Bidding Documents:

<https://notices.philgeps.gov.ph/GEPSNONPILOT/Tender/CreateNoticeStep1UI.aspx?DirectFrom=EditBidNoticeAbstract&refID=11332420>

October 10, 2024

Date of Issue

CARLO C. MARAAT
BAC Chairperson

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, **Department of Budget and Management Regional Office VII** wishes to receive Bids for the **Provision of Clerical Services for FY 2025** with project identification number **DBMRO7-2024-10-002**.

The Procurement Project (referred to herein as “Project”) is composed **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 2025** in the amount of **Seven Hundred Fourteen Thousand Pesos (P714,000.00)**.

2.2. The source of funding is **FY 2025 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 and either at its physical address and/or 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 the **BDS**.

- 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 the **BDS**.

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 Declaration² 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 27, 2025**. 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**.

² In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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 Entity's 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 may be. In this case, the Bid Security as required by **ITB** Clause 14 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

- 20.2. 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

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. The bidder must have completed a single contract that is similar to this project, equivalent to at least fifty percent (50%) of the ABC. b. Completed within two (2) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
10.2	<p>Must attach to the Statement of all On-going Contracts at least two (2) sample copies of their on-going contracts;</p> <p>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.</p>
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> <ol style="list-style-type: none"> a. The amount of not less than P14,280.00 (2% of ABC), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than P35,700.00 (5% of ABC), if bid security is in Surety Bond.
15	<p>Bidders are encouraged to submit three (3) copies of their bids through their duly authorized representative using the forms specified in the Bidding Documents in two (2) separate sealed bid envelopes. Bidders shall enclose their Original, Copy 1 and Copy 2 of Eligibility and Technical documents in One (1) sealed envelope marked "ELIGIBILITY AND TECHNICAL COMPONENT"</p> <p>Bidders shall enclose their Original, Copy 1 and Copy 2 of Financial documents in One (1) sealed envelope marked "FINANCIAL COMPONENT". These envelopes containing the original and the copies shall then be enclosed in one (1) single envelope marked "THE BID" and address all bids to the BAC Chairperson:</p> <p>CARLO C. MARAAT BAC Chairperson Department of Budget and Management Regional Office VII Sudlon, Lahug, Cebu City</p>
19.3	One (1) lot, Provision of Clerical Services for FY 2025, Two (2) Clerks with ABC of P 714,000.00 .

	<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>
20.2	<p>Must also submit the following additional post-qualification documents:</p> <ol style="list-style-type: none"> 1. Current Income Tax Return (ITR) (preferably for calendar year 2024), but if 2024 is not available, the bidder must submit the 2023 ITR with additional document showing that they have filed and applied for 2024 ITR. 2. Latest Monthly and Quarterly tax returns within calendar year 2024. 3. Secure from the BIR an updated tax clearance certifying that they have no outstanding tax liabilities and that they have duly filed the latest income and business tax returns and paid the corresponding tax due thereon. 4. Updated Class “A” documents, in case the validity of any or all of the documents indicated in the PhilGEPS Membership Certificate has expired or lapsed. 5. Latest/current Clearance/Certificate of no adverse decision(s) against the applicant-janitorial agency and compliance with the statutory obligations from the regional offices of the National Labor Relations Commission (NLRC) and the Department of Labor and Employment (DOLE) where the main office of the clerical agency is based. 6. However, if in the event there are pending or adverse decisions relative to the preceding paragraph, a list of the cases and copies of the decisions of cases already decided within the last five (5) years will be submitted. 7. Latest/current Clearance/Certificate of remittance and compliance with statutory obligation from the SSS Regional Office where the main office of the clerical agency is based. 8. For single proprietorship, latest/current clearance/certificate of good standing and compliance of statutory obligation from the regional office of the Department of Trade and Industry (DTI) where the main office of the clerical agency is based. For corporation and partnership, latest/current clearance/certificate of good standing and compliance with statutory obligation from SEC. 9. Latest/current Clearance/certificate of good standing and compliance with statutory obligation/remittance from PAG-IBIG and PHILHEALTH; 10. Other applicable licenses and permits required by law.

	The Lowest Calculated Bidder must submit one (1) original and two (2) copies of the Post-Qualification Documents.
21.1	No further instructions.

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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 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 VII (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

- 5.1 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.
- 5.2 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

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
1	Additional Requirements, Terms and Conditions of the Contract:
	<p>1. The Service Provider hereby warrants that the clerks 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 clerks. The DBM ROVII shall not be responsible for any claims of personal injury or damages, including death, caused to the clerk/s, 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;</p>
	<p>2. The SERVICE PROVIDER shall have command, supervision and control of the clerk/s 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/s 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;</p>
	<p>3. The SERVICE PROVIDER shall compensate the clerk/s in such amounts that shall not be lower than those prescribed under Item 1 of the technical specifications;</p>
	<p>4. Failure of the SERVICE PROVIDER to pay the amount of compensation due to the clerk/s for a period of one (1) month shall be a basis/grounds for the termination of contract;</p>
	<p>5. The SERVICE PROVIDER shall pay taxes in full and on time and that failure to do so will entitle the DBM ROVII to suspend the final settlement for any goods or services delivered.</p>
	<p>6. The DBM ROVII must provide quarterly reports on the results of the feedback/surveys/comments on the performance of the clerks conducted by the same;</p>
	Delivery and Documents –
	Delivery of services shall be made in accordance with the term specified in Section VI (Schedule of Requirements).

	<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 within 15 working days after the end of the applicable month, as basis for the payment:</p> <ul style="list-style-type: none"> a.) Original copies of the SERVICE PROVIDER's Billing Statement showing Service description, quantity and amount. b.) Certified copies of documents reflecting payment/remittances of SSS, Philhealth and Pag – IBIG benefits of the clerks assigned to the entity. c.) Certified copy of the payroll showing acknowledgment of receipt by the clerks of their salaries for the two (2) quincenas prior to current billing. d.) Monthly Accomplishment Report
2.2	The terms of payment shall be on a monthly basis.
4	No further instructions.
6	<p>Liquidated Damages: In the event that the SERVICE PROVIDER fails to satisfactorily perform the services stipulated in this Terms of Reference, inclusive of duly granted time extensions, if any, DBM RO VII shall, without prejudice to its other remedies under the Conditions of Contract and other applicable laws, deduct from the Contract Price as liquidated damages the applicable rate of one tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay until actual delivery or performance.</p> <p>In the event that the total sum of liquidated damages for such delay or inability by the SERVICE PROVIDER to perform its obligations exceeds 10% of the Contract Price, DBM RO VII may rescind or terminate this Contract upon giving the SERVICE PROVIDER written notice at least five calendar days prior to the intended date of termination, without prejudice to other courses of action and remedies open to it.</p> <p>DBM RO VII need not prove that it has incurred actual damages to be entitled to liquidate damages from the SERVICE PROVIDER, and the same shall not be by way of penalty. DBM RO VII reserves the right to deduct any and all of the liquidated damages from any money due or which may become due to the SERVICE PROVIDER under this Contract and/or from the warranty security or other securities posted by the SERVICE PROVIDER, as DBM RO VII may deem convenient and expeditious under the prevailing circumstance.</p>

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Clerical Services	Two (2) clerks	2	<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

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

In case of Renewal of Regular and Recurring Services, the Procuring Entity must indicate here the technical requirements for the service provider, which must include the set criteria in the conduct of its performance evaluation.

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>Two (2) Clerks required</p> <p>RATE:</p> <p>Clerk – P 797.86 per day (P 17,553.00 per month)</p>	
2	<p>The Service Provider shall provide two (2) clerks who are:</p> <ul style="list-style-type: none"> a. of good moral character and without criminal or police records; b. physically and mentally fit, as evidence by the medical certificate; and c. duly trained and skilled to function as clerk personnel. d. fully vaccinated <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</p>	

	billing to DBM Regional Office VII.	
4	<p>The outsourced personnel shall perform the following:</p> <p>CLERKS</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>Uniform</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>Stability</p> <p>1. At least a minimum of two (2) years of experience in Clerical Services.</p> <p>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.</p>	

	<p>3. Liquidity of the Contractor: Current Asset minus Current Liabilities based on Balance Sheet as of December 31, 2023 matches at least 25% of the ABC.</p> <p>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 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.

<hr/> Name of Bidder/Company	<hr/> Signature over Printed Name of Representative	<hr/> Date
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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 Two (2) clerks 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 weekends, 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 clerks 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 Service Provider 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 clerks 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, monthly accomplishment report, receipts and prescribed reports stamp received by SSS, PhilHealth or Pag-ibig premiums of the clerks 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 797.86 per day (P 17,553.00 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).

The Service Provider shall be entitled to an adjustment of the stipulated price in this Agreement in the event that the minimum wage is increased or in the event that increased fringe benefits in favor of the employees are promulgated by law, decree or wage order subsequent to the execution of the Agreement. **Said adjustment shall be equivalent to the amount of increase in the minimum wage and/or benefits and other concomitant increases related thereto in excess of the stipulated price in this Agreement.**

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 case 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 and monthly accomplishment report as proof of services rendered to the client within 15 working days after the end of applicable month.

The Service Provider prior to the final settlement of the contract shall secure from the BIR an updated tax clearance certifying that they have no outstanding tax liabilities and that they have duly filed the latest income and business tax returns and paid the corresponding tax due thereon. Failure to secure and present the prescribed BIR tax clearance the DBM ROVII shall suspend the final settlement for the services delivered by the Service Provider.

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 Clerks 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 Clerks shall be prohibited from using confidential information or documents received or entrusted by DBM ROVII for purposes other than compliance with its obligations as Clerk.

11. Term of Contract

The period of services shall take effect on January 1, 2025 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. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR;**
or
- ☐ (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,
and
- ☐ (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;
and
- ☐ (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;
or
Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (h) 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

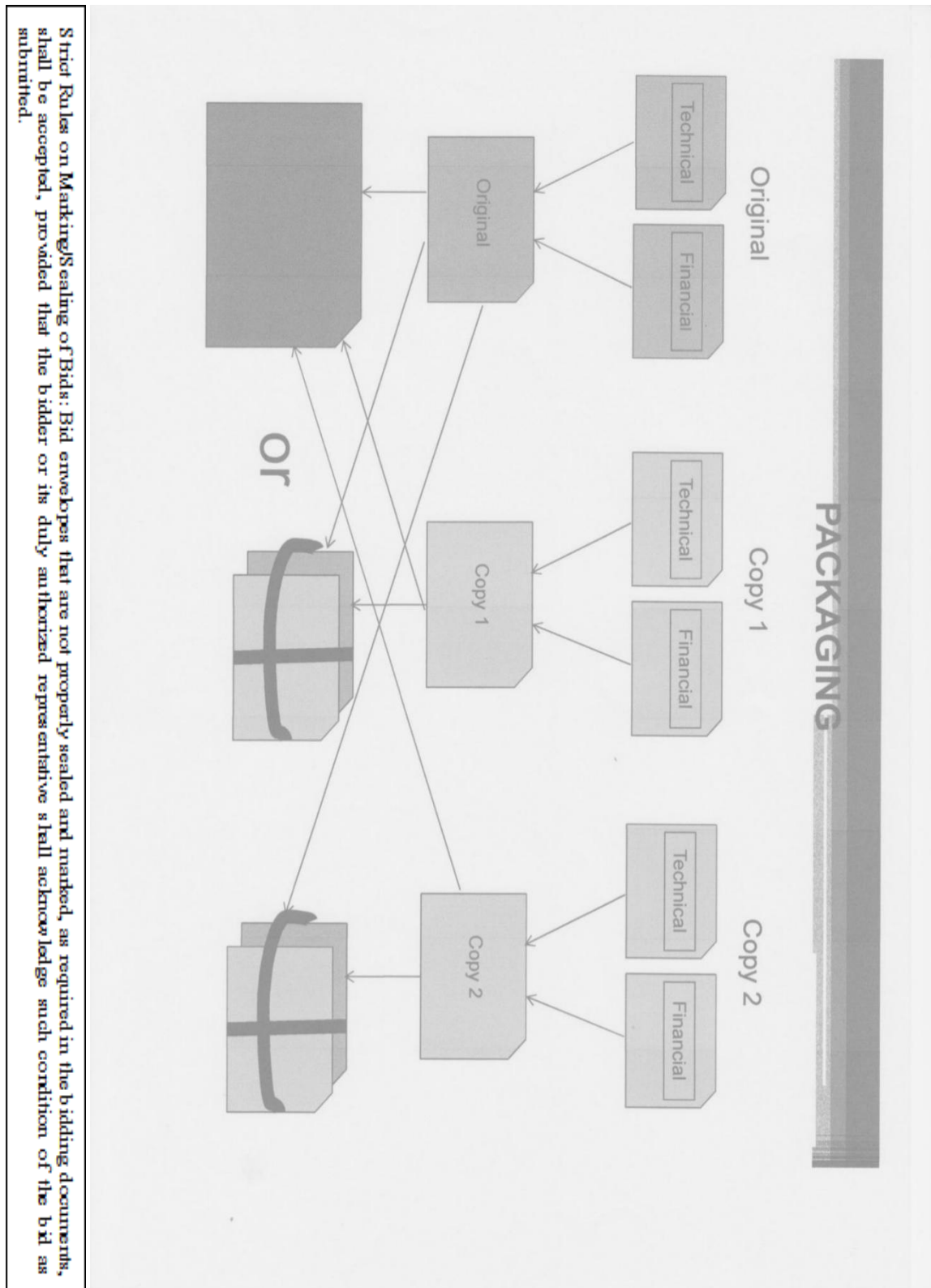


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Bid Form for the Procurement of Goods
[shall be submitted with the Bid]

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	Currency	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	797.86	
Number of Days per Month	22	
REIMBURSABLE COSTS:		
A. Payable Directly to the Clerk		
Basic Salary (DW x 264 Days / 12)	17,553.00	
13 th month pay – 1/12 of basic salary	1,462.75	
Service Incentive Leave Pay – 5 days per year	332.44	
SUB-TOTAL A	19,348.19	
B. Payable to the government – Employee Share of:		
Social Security Premiums	1,662.50	
PhilHealth Premiums	877.65	
ECC Insurance Premiums	30.00	
Pag-IBIG Fund Contribution	200.00	
SUB-TOTAL B	2,770.15	
C. TOTAL REIMBURSABLE COST – (A + B)	22,118.34	
D. ADMINISTRATIVE COST (Max. of 20% x C- DOLE DEPT. ORDER 174)		
E. VALUE-ADDED TAX – [(C + D) *12%]		
F. TOTAL PRICE – (C + D + E)		
G. NO. OF PERSONNEL DEPLOYED	x 2	
H. TOTAL CONTRACT PRICE PER MONTH (F x G)		
I. CONTRACT DURATION	x 12	
J. TOTAL CONTRACT COST FOR THE ENTIRE DURATION (H x I)		
CONTRACT / BILLING RATE – per month		
CONTRACT / BILLING RATE – per day		
CONTRACT / BILLING RATE – per hour		
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 WORKDAY AS AND WHEN SUCH HOLIDAY DO OCCUR		

Submitted by:

Designation: _____

(Print Name and Signature)

Date: _____

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]

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/manufacture/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]

