



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF BUDGET AND MANAGEMENT  
REGIONAL OFFICE VIII  
VILLA RUIZ, BARANGAY 77, MARASBARAS, TACLOBAN CITY

**REQUEST FOR QUOTATION (RFQ)  
PROCUREMENT OF CLERICAL SERVICES**

July 19, 2024

The Manager

---

Dear Sir/Madam:

Please quote your price for the item specified below, taking into consideration the following:

**PROCUREMENT TERMS & CONDITIONS**

1. The Total Approved Budget for the Contract (ABC) is **One Hundred Twenty-Five Thousand Nine Hundred Sixty Pesos only (P125,960.00)**.
2. Price quotation should be inclusive of tax obligations.
3. **Evaluation of bids will be conducted on a "per lot" basis.**
4. Delivery period is from August 1 to December 31, 2024 at the DBM-Regional Office VIII, Marasbaras, Tacloban City.
5. If awarded the contract, processing and payment shall be made within **three (3) working days** upon receipt of Billing/Statement of Account.
6. Refusal to accept an award maybe ground for imposition of administrative sanctions under Rule XXIII of the 2016 Revised IRR of RA 9184.
7. Failure of the supplier to deliver goods and render services under the contract within the specified delivery schedule shall be liable for damages for the delay pursuant to Sec. 3 Annex D of the 2016 Revised IRR of RA 9184.
8. The BAC upon consultation with the end-user unit, may cancel or terminate the conduct of procurement activities pursuant to Sec. 35.6 of the 2016 Revised IRR of RA 9184. Moreover, the Head of the Agency reserves the right to reject any and all bids, declare a failure of bidding or not award the contract per Sec. 41 of the same IRR.
9. **This RFQ must be duly filled out supported with the following documents, and the same must be sealed and submitted manually/on-site or through courier not later than July 26, 2024 @ 9:30 AM, DBM Bundy Clock Time:**
  - a. 2024 Mayor's/Business;
  - b. Notarized Omnibus Sworn Statement (OSS) using the attached prescribed format;
  - c. Bid Form and Price Schedule using the attached prescribed format;
  - d. Technical Specifications; and
  - e. Schedule of Requirements
10. **The supplier's PhilGEPS Registration Number must likewise be indicated at the 2<sup>nd</sup> page of this RFQ.**

**Address of bid submission:**

**FLORITA M. LACDO-O, BAC Chairperson**  
DBM-Regional Office No. VIII  
Villa Ruiz, Marasbaras, Tacloban City

  
**ENERIZA A. REALINO**  
 Canvasser

  
**FLORITA M. LACDO-O**  
 BAC Chairperson

I have read and understood the Procurement Terms & Conditions. By signing this quote, I hereby agree and bind myself to the Terms & Conditions indicated in this RFQ.

Lot	Qty	Unit	Particulars	ABC	BID PRICE	
					U/P	Total Amount
	1	LOT	<b>Procurement for the delivery of CLERICAL SERVICES for the months of August to December 2024</b>  Attachments: a. General Conditions of Contract b. Special Conditions of Contract c. Schedule of Requirements d. Technical Specifications e. Price Schedule  Delivery Period: August 1 – December 31, 2024	125,960		
				125,960		

Please fill-out this portion **LEGIBLY and COMPLETELY**:

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

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

Position in Firm: \_\_\_\_\_

Business Address: \_\_\_\_\_

Contact No.: \_\_\_\_\_

PhilGEPS Registration No. \_\_\_\_\_

**PHILIPPINE BIDDING DOCUMENTS**

# **Procurement of GOODS**

Government of the Republic of the Philippines

**DELIVERY OF CLERICAL SERVICES  
FOR THE MONTHS OF AUGUST TO  
DECEMBER 2024**

**Sixth Edition  
July 2020**

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# ***Section I. 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 II. 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	<p><b>Delivery and Documents –</b></p> <ol style="list-style-type: none"> <li>Delivery of clerical services shall be made by the supplier in accordance with the term specified in the <b>Schedule of Requirement</b> within five (5) calendar days from receipt of Notice of Award (NOA) and Purchase Order (PO). The supplier shall present the following documents of the proposed clerk for the pre-approval of the Procuring Entity:               <ol style="list-style-type: none"> <li>Curriculum Vitae/Bio-data with pictures taken within the last three (3) months of the proposed clerk to be detailed in DBM ROVIII;</li> <li>Health certificate issued by any government hospital or any government facility authorized to issue the same. Certificate issued should be taken within pre-approval period or within five (5) calendar days from receipt of NOA and PO;</li> <li>Valid Philippine National Police Clearance;</li> <li>Valid National bureau of Investigation clearance;</li> <li>Certified True Copy of Diploma/Transcript of Records; and</li> <li>Certificate of Trainings attended, or Certificate issued by the Human Resource or authorized representative in relation to work experience.</li> </ol> </li> <li>Within one (1) working day after the submission of the above-mentioned documents, the Procuring Entity (PE) shall conduct the Basic Computer Proficiency Test (Basic Word, Excel, etc). Following the conduct of this exam, the PE will inform the Service Provider in writing the name of the clerk to be assigned in DBM ROVIII and shall appear with the procuring entity escorted by the authorized officer of the Service Provider.</li> <li>The Pre-Approval shall be recommended by Mr. Emilio M. Albos, Chief Administrative Officer subject to the approval of the Head of the Procuring Entity.</li> <li>The SERVICE PROVIDER shall not replace the assigned clerk without prior clearance/approval of DBM RO VIII which reserves the right to reject any proposal for replacement if such is found to impose imminent danger to the service. On matter of disciplinary action towards the personnel, DBM ROVIII shall cooperate with the Service Provider by means of mutual consultation.</li> </ol> <p>Moreover, during contract implementation, the Service Provider and the clerk should have a ‘lock-in’ contract to ensure compliance to the period stipulated in the Schedule of Requirements.</p>



2.2	<p>1. Upon delivery of the service to the PE, the Service Provider shall notify the DBM ROVIII and submit the following documents to DBM ROVIII within 15 working days every after the end of the applicable month, as basis for the payment:</p> <ul 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 proof of payment/remittance of Social Security System, PhilHealth and Pag-IBIG benefits of the clerk assigned to the entity.</li> <li>c) Certified copy of the payroll of the prior month showing acknowledgement of receipt by the clerk of his or her salaries released every after a period of 15 days.</li> </ul> <p>Overtime work to be rendered by the clerk in exigency of the service shall be recommended by the Chief Administrative Officer or his duly Authorized representative and subject to the Approval of the HOPE. It is understood that the billing shall include Overtime Pay requirement, if any, for the given period.</p> <p>2. The Service Provider shall pay the salary of the clerk within five (5) calendar days every after a period of 15 days corresponding to the work rendered for the given period.</p>
4	<p>DBM ROVIII shall conduct inspections and tests at any time during the contract. This shall be done through conducting a Basic Computer Proficiency Test to the clerk to assess the Supplier's compliance to the Schedule of Requirement and Technical Specifications. Any adverse findings shall be a ground for termination of contract at the option of the PE.</p>

# 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	One (1)	1	<p>8 Hours/Day for five (5) days a week, Mondays to Fridays excluding all Holidays (Regular and Special Non-Working)</p> <p>However, in the exigency of the service, the work rendered outside the regular working days/time shall be entitled to an overtime pay.</p> <p>Starts On: August 1, 2024 or on the first day of duty rendered by the outsourced personnel (whichever comes first)</p> <p>Ends on: December 31, 2024.</p>



## ***Section IV. 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.

# Technical Specifications

Item	Specification	Statement of Compliance
1	<p><b>1. Delivery of Clerical Service</b></p> <p>Five months provision of Clerical Service at DBM ROVIII, rendering eight (8) hours, five (5) days a week excluding all holidays (regular and special non-working)</p> <p>One (1) Clerk required</p> <p>However, the clerk may be requested to provide assistance outside the regular working hours or during weekends, or holiday, upon the approval of the Chief Administrative Officer or his/her duly Authorized representative.</p> <p><b>2. Scope of Work to be Rendered</b></p> <p>The outsourced personnel agrees to perform the following services:</p> <p>Assist and support the Records Unit in the:</p> <ul style="list-style-type: none"><li>• Receiving and releasing of documents;</li><li>• Scanning, archiving and inventory of documents/records;</li><li>• Filing and reproducing of documents; and</li></ul> <p>Perform other duties and functions as may be required by the office in the enforcement of regulations and instructions</p> <p><b>3. Personnel Requirement/Qualifications</b></p> <p>The clerk to be deployed should have the following minimum qualifications:</p> <ol style="list-style-type: none"><li>a. At least two (2) years completion of studies on the tertiary level, preferably in office/business, secretarial administration, computer science or management-related courses.</li><li>b. Should have at least 6 months relevant work experience related to administration and clerical functions.</li><li>c. Strong Computer skills and working knowledge of Microsoft Office (e.g. MS Word, MS. Excel, etc).</li><li>d. Of good moral character and without criminal record as evidenced by valid PNP Clearance and NBI Clearance.</li><li>e. Physically and mentally fit, as evidenced by the medical certificate issued by any government hospital or any government facility authorized within pre-approval</li></ol>	<p><i>(Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters for each Specifications.)</i></p>



2	<p>period or within five (5) calendar days from receipt of NOA and PO</p> <p>The SERVICE PROVIDER upon receipt of the NOA and PO shall be required to submit to DBM ROVIII a sworn statement attesting the compliance with the foregoing.</p> <p><b>4. Uniform</b></p> <p>The SERVICE PROVIDER shall provide the personnel with appropriate uniforms and ID; and ensure that he/she shall observe proper personal hygiene and appear neat and clean at all times.</p> <p><b>2. Obligations and Responsibilities of the Service Provider</b></p> <p>The Service Provider shall comply with the following obligations and responsibilities:</p> <ul style="list-style-type: none"> <li>a) Shall assign a Roving Supervisor from its own account to monitor the attendance of the clerk and handle consolidation of daily timecards periodically in preparation for the billing to DBM ROVIII.</li> <li>b) Service Provider shall ensure that clerk diligently reports for duty. Habitual tardiness and absences incurred without valid reasons shall be a ground for replacement of clerk or termination of contract with the service Provider.</li> <li>c) Have the clerk changed or replaced upon request of the Procuring Entity for justifiable reasons (such as but not limited: hospitalization, contagious &amp; severe health conditions, etc). A change of clerk to be assigned shall require clearance from the Head of the Procuring Entity and shall automatically require submission of qualification papers as required in the Special Conditions of Contract at least three (3) working days before its effectivity.</li> <li>d) The Service Provider through its clerk assigned to DBM ROVIII shall at all times maintain confidentiality of all documents and information that he/she may have knowledge by virtue of the service and not disclose all confidential information received from or entrusted by DBM ROVIII. The clerk shall be prohibited from using</li> </ul>	
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	<p>all confidential information or documents for purposes other than compliance with its obligation as Clerk.</p> <p>e) Shall maintain at least satisfactory level of performance throughout the term of the contract, based on a prescribed set of performance criteria, to wit:</p> <ol style="list-style-type: none"><li>1. Quality of service rendered;</li><li>2. Time management and initiative;</li><li>3. Attitude and professional ethics; and</li><li>4. Punctuality and attendance.</li></ol>	
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## ***Forms***

- I. Bid Form**
- II. Price Schedule**
- III. Omnibus Sworn Statement**



**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 and 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: \_\_\_\_\_



PRICE SCHEDULE	
Name of Project:	Procurement of Clerical Services
Name of Bidder:	
Daily Basic Salary Rate:	
Number of days per month:	
Particulars	Amount
REIMBURSABLE COSTS:	
A. Payable Directly to Clerk	
Basic Salary (Salary Grade 4)	
13th Month Pay (1/12 of basic salary)	-
Sub-total	-
B. Amount to Government - Employer Share	
Retirement Benefit (RA 7641) (P708.45 x 22.5 days)/12	
SSS Premium	
State Insurance Fund (EC)	
PHIC Premium	
HDMF	
Sub-total	
C. Provision for OT & Night Differential	
Overtime Pay	
Night Differential	
Sub-total	-
D. Total Reimbursable Costs (A + B + C)	
E. Administrative Cost/Agency Fee (10% of Total Reimbursable Costs)	
F. Contract Cost Before Tax (D + E)	
G. Tax Obligations (12% VAT of Contract Cost per BIR Ruling No. 213-15 dated June 19, 2015)	
H. Total Monthly Contract Rate (F + G)	

\_\_\_\_\_  
Name & Signature of Authorized Representative

*Note: In preparing your bid, please consider the assumptions listed in the succeeding pages subject to labor laws and existing rules and regulations.*



**Assumptions and Parameters used in the above computation:**

- 1) Number of months from July 16 to December 31, 2024: 5 months
- 2) Per **DOLE Labor Advisory No. 17, s. 2016** and **Handbook on Workers' Statutory Monetary Benefits, 2023 Edition**, the thirteenth-month pay shall not be less than one-twelfth (1/12) of the total basic salary earned by an employee in a calendar year.

**Formula and Computation of 13th Month Pay**

$$\frac{\text{Total basic salary earned during the year}}{12 \text{ months}} = \text{proportionate 13th month pay}$$

- 3) Retirement Benefit pursuant to **RA 7641 approved on Dec. 9, 1992** is equivalent to one-half (1/2) month salary for every year of service. The term 1/2 month salary shall mean fifteen (15) days plus 1/12 of the 13th month pay and the cash equivalent of not more than five (5) days of service incentive leaves.  
Per **Handbook on Workers' Statutory Monetary Benefits FY 2023**, for the purpose of computing retirement pay, "one-half month salary" shall include all of the following:
  1. Fifteen (15) days salary based on the latest salary rate;
  2. Cash equivalent of five (5) days of service incentive leave;
  3. One-twelfth (1/12) of the thirteenth-month pay ( $1/12 \times 365/12 = 0.083 \times 30.41 = 2.5$ )Thus, "one-half month salary" is equivalent to 22.5 days.

- 4) Pursuant to Republic Act No. 11199, otherwise known as Social Security Act of 2018, the provision for SSS premium contribution for FY 2024 is 14% (9.5% for employer and 4.5% for employee). Compensation base refers to Basic Salary + 13th month pay + SIL + OT Pay + Night Differential. Table below shows the compensation base and amount of Employer SSS contribution:

Compensation Base	Employer Contribution
16,884.83	1,615.00

- 5) State Insurance Fund - P30.00 per employee per month in accordance with page 2 of the **ECC's Employer's Guide on Employees' Compensation Program**.
- 6) Philhealth Premium Contribution is based on **Sec. 10. of Republic Act No. 11223 (Universal Health Care Act)** approved on February 20, 2019. For direct contributors, premium rates shall be in accordance with the following schedule and monthly income floor and ceiling.

Year	Premium Rate	Income Floor	Income Ceiling
2022	4.00%	Php 10,000.00	Php 80,000.00
2023	4.50%	Php 10,000.00	Php 90,000.00
2024	5.00%	Php 10,000.00	Php 90,000.00

- 7) Administrative Cost or Agency Fee is based on **DOLE DO No. 18-A, s. 2011** which prescribes under Sec. 9(b) that standard administrative fee should not be less than 10% of the total contract cost.

**FORMAT OF THE OMNIBUS SWORN STATEMENT (FOR SOLE PROPRIETORSHIP)**

**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. I am the sole proprietor or authorized representative of *[Name of Bidder]*\_\_\_\_\_ with office address at *[address of Bidder]*\_\_\_\_\_;
2. 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 DBM-Regional Office No. VIII, as shown in the attached duly notarized Special Power of Attorney;
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. The owner or sole proprietor is not related to the Head of the Procuring Entity, Procurement Agent if engaged, 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.

\_\_\_\_\_  
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]*



**FORMAT OF THE OMNIBUS SWORN STATEMENT (FOR PARTNERSHIP/CORPORATION OR JOINT VENTURE)**

**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. I am the duly authorized and designated representative of *[Name of Bidder]* \_\_\_\_\_ with office address at *[address of Bidder]* \_\_\_\_\_;
2. 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 DBM Regional Office No. VIII, 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. *[If a partnership or cooperative:]* None of the officers and members of *[Name of Bidder]* \_\_\_\_\_ is related to the Head of the Procuring Entity, Procurement Agent if engaged, 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, Procurement Agent if engaged, 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:
- Carefully examining all of the Bidding Documents;
  - Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - 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.

\_\_\_\_\_  
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]*



