

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

PROCUREMENT OF PROFESSIONAL DRIVERS SERVICES,

Project Reference No. 2024-012,

Government of the Republic of the Philippines

Philippine Deposit Insurance Corporation

2 April 2024,

**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.

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- 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.

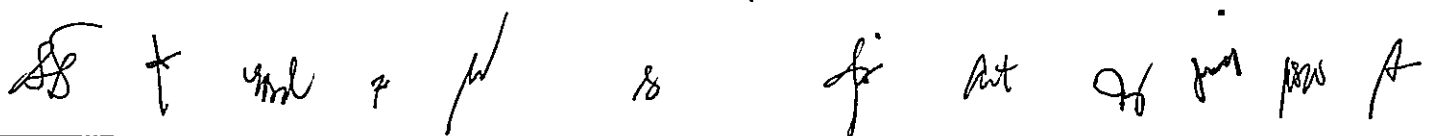
Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting 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.”

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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.

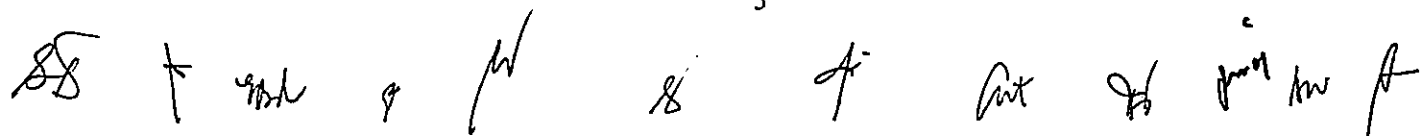
Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, 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

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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.

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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.

PHILIPPINE DEPOSIT INSURANCE CORPORATION
INVITATION TO BID FOR Procurement of Professional Drivers Services (PDS) /

1. The *Philippine Deposit Insurance Corporation (PDIC)*, through the *2024 Corporate Operating Budget* intends to apply the sum of *Php 5,700,000.00*, being the ABC to payments under the contract for *Procurement of Professional Drivers Services / Identification No. 2024-012*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *PDIC* now invites bids for the above Procurement Project. *The PDIC needs to engage the services of a qualified and experienced firm, which will provide licensed professional drivers.* The Bidder must have completed a similar contract for the last three (3) years, reckoned from the date of the posting of the Invitation to Bid. 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 open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.

4. Prospective Bidders may obtain further information from *PDIC* and inspect the Bidding Documents at the address given below during *office hours from 8:00 AM to 5:00 PM, Mondays through Fridays*.

3rd Floor PDIC BAC Secretariat, 2228 Don Chino Roces Avenue, Makati City,

5. A complete set of Bidding Documents may be acquired by Bidders on April 15, 2024 from the address above and website(s) below *upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of PhP 10,000.00*. The Procuring Entity allows the bidder to present its proof of payment for the fees *in person*.
6. The *PDIC* will hold a Pre-Bid Conference¹ on April 30, 2024 at 2:00 PM at the *5th Floor Conference Room, PDIC Building, 2228 Don Chino Roces Avenue, Makati City*, and through video conferencing or webcasting.

Bidders are advised to first log in to the BAC waiting room via MS Teams link and wait for further advice to join the BAC meeting room, the link of which shall be provided to the bidders before the start of the pre-bid conference. The MS Teams link to the waiting room is as follows:

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.

<https://teams.microsoft.com/j/team/19%3ae3a82c13e4a24186a613bcac388b7644%40thread.tacv2/conversations?groupId=1a61d44d-55ff-4fe6-b3e4-76e886a218cc&tenantId=8f3038a8-ef6f-4a95-996b-0688c89f4610>

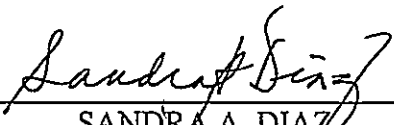
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before 2:00 PM May 14, 2024 Late bids shall not be accepted.

Ground Floor, PDIC Building, 2228 Don Chino Roces Avenue, Makati City,

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 May 14, 2024, 2:00 PM at the 5th Floor Conference Room, PDIC Building, 2228 Don Chino Roces Avenue, Makati City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. Late bids shall not be accepted. The wall clock located at the Ground Floor, PDIC Building, 2228 Don Chino Roces Avenue, Makati City shall be used as the official timer for the submission of bids. Submission made after the deadline shall be considered late and automatically rejected.
10. The *PDIC* 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. For further information, please refer to:

Ms. Analinda C. Lao
BAC Secretariat
3rd Floor PDIC Building, 2228 Don Chino Roces Avenue, Makati City ,
Telephone Numbers – 88414915
ppdbac@pdic.gov.ph
Fax Number – 8841-4931

12. You may visit the following websites:
For downloading of Bidding Documents: *Website: www.pdic.gov.ph*



SANDRA A. DIAZ
Chairperson, PDIC Bids and Awards Committee

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Section II. Instructions to Bidders

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1. Scope of Bid

The Procuring Entity, Philippine Deposit Insurance Corporation wishes to receive Bids for the *Procurement Professional Drivers Services*, with identification number *2024-012*.

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *2024, Corporate Operating Budget* in the amount of *Php 5,700,000.00*.

The source of funding is the *2024, Corporate Operating Budget*.

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.

a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

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- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
 - b. 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 Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

- a. **Subcontracting is not allowed.**
- 7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

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

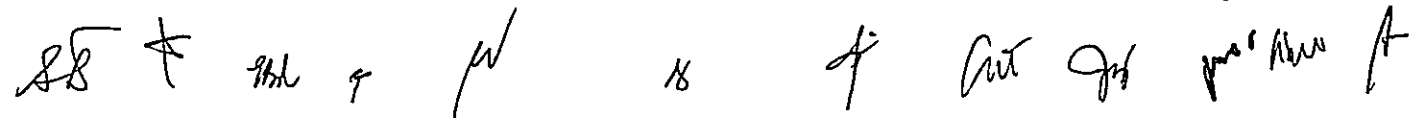
Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before 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 *the last three (3) years* reckoned from the posting of Invitation to Bid.
- 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.

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12. Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

a. For Goods offered from within the Procuring Entity's country:

- i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
- ii. The cost of all customs duties and sales and other taxes already paid or payable;
- iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
- iv. The price of other (incidental) services, if any, listed in e.

b. For Goods offered from abroad:

- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
- ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in:

Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing 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 for period of *120 calendar days from the date of opening of bids*. 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.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

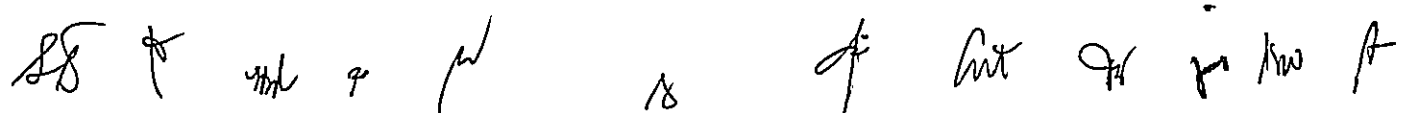
In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

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

18. Domestic Preference

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

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.



19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by ITB Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

One Project having several items that shall be awarded as one contract.

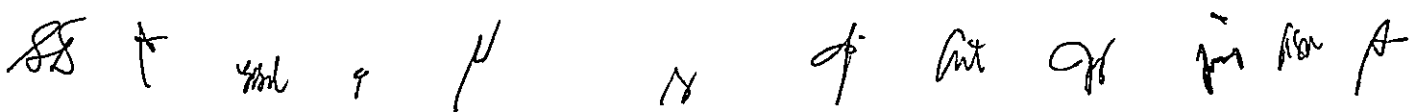
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.2. 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

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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.

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Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. <i>business providing professional drivers services to any institution with at least three (3) years of experience; and</i> b. <i>completed within at last three (3) years reckoned from the date of the posting of the Invitation to Bid.</i>
7.1	<p><i>[Specify the portions of Goods to be subcontracted, which shall not be a significant or material component of the Project as determined by the Procuring Entity.]</i></p> <p><i>Not applicable</i></p>
12	<p>The price of the Goods shall be quoted DDP <i>[state place of destination]</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.</p> <p><i>Not applicable</i></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> <ul style="list-style-type: none"> a. <i>The amount of not less than ₱114,000.00 [equivalent to two percent (2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</i> b. <i>The amount of not less than ₱285,000.00 [equivalent to five percent (5%) of ABC] if bid security is in Surety Bond.</i>
19.3	<p><i>[In case the Project will be awarded by lot, list the grouping of lots by specifying the group title, items, and the quantity for every identified lot, and the corresponding ABC for each lot.]</i></p> <p><i>[In case the project will be awarded by item, list each item indicating its quantity and ABC.]</i></p> <p><i>Please refer to the Terms of Reference</i></p>
20.2	<p><i>[List here any licenses and permits relevant to the Project and the corresponding law requiring it.]</i></p> <ul style="list-style-type: none"> 1. <i>2023 Income Tax Return filed and paid thru the Bureau of Internal Revenue (BIR) Electronic and Filing Payment System (EFPS);</i> 2. <i>Business Tax Returns within the last 6 months preceding the date of bid submission filed and paid thru BIR EFPS;</i> 3. <i>Certification that the Bidder is capable of providing at least 25 licensed professional drivers;</i>

	<p>4. Certification that the Bidder has the financial capability of advancing the expenses (e.g. wages, overtime, additional benefits, travel expenses) of licensed professional drivers in relation to their assignment with PDIC for at least two (2) months, computed at a minimum amount of <u>₱ 500,000.00/month</u>; ✓</p> <p>5. Certification that the Bidder is duly registered with</p> <ul style="list-style-type: none"> a. Department of Labor and Employment (DOLE) ✓ b. Bureau of Internal Revenue (BIR) ✓ c. Department of Trade and Industry (DTI) for sole proprietorship ✓ d. Securities and Exchange Commission (SEC) for Corporations and Partnerships. ✓ <p>6. Certification that the Bidder is an active employer registered with</p> <ul style="list-style-type: none"> a. Social Security System (SSS); ✓ b. Home development Mutual Fund (Pag-IBIG fund); and ✓ c. Philippine Health Insurance Corporation (PhilHealth). ✓
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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.

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Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

[Include the following clauses if Framework Agreement will be used:]

2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.

2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184. *[[Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder*

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may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.}

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 *{[Include if Framework Agreement will be used:] or Framework Agreement}* specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the SCC, Section IV (Technical Specifications) shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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

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

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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

Section V. Special Conditions of Contract

GCC Clause													
1	<p>SCOPE OF WORK:</p> <p>A. The SERVICE PROVIDER shall:</p> <ol style="list-style-type: none"> 1. Provide the Procuring Entity with qualified, competent, and licensed professional drivers; and 2. Provide training to the licensed professional drivers to be assigned to the Procuring Entity. <p>B. Place of assignment and number of required licensed professional drivers</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 50%;">ASSIGNMENT</th> <th style="width: 50%;">8 HOURS A DAY/ 5 DAYS A WEEK</th> </tr> </thead> <tbody> <tr> <td> PDIC SSS Bldg. Ayala Avenue corner V. A. Rufino Street, Makati City & 2228 PDIC Building, Chino Roces Avenue, Makati City Or anywhere in the Philippines (when on field assignment) </td> <td style="text-align: center;"> At least 25 Licensed Professional Drivers </td> </tr> </tbody> </table> <p>C. Qualification of professional drivers:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 50%;">21 Drivers for Corporate Vehicles</th> <th style="width: 50%;">4 Drivers for Minibuses</th> </tr> </thead> <tbody> <tr> <td>At least one (1) year of relevant experience</td> <td>At least 5 years of relevant experience as driver of 30-seater minibus</td> </tr> <tr> <td>Valid professional driver's license with restrictions B, B1, B2</td> <td>Valid professional driver's license with basic engine trouble shooting and license restrictions B1, B2</td> </tr> <tr> <td colspan="2"> The licensed professional drivers to be provided must not be related to any regular PDIC officer or staff within the third degree of consanguinity or affinity. </td> </tr> </tbody> </table> <p>D. The SERVICE PROVIDER undertakes to:</p>	ASSIGNMENT	8 HOURS A DAY/ 5 DAYS A WEEK	PDIC SSS Bldg. Ayala Avenue corner V. A. Rufino Street, Makati City & 2228 PDIC Building, Chino Roces Avenue, Makati City Or anywhere in the Philippines (when on field assignment)	At least 25 Licensed Professional Drivers	21 Drivers for Corporate Vehicles	4 Drivers for Minibuses	At least one (1) year of relevant experience	At least 5 years of relevant experience as driver of 30-seater minibus	Valid professional driver's license with restrictions B, B1, B2	Valid professional driver's license with basic engine trouble shooting and license restrictions B1, B2	The licensed professional drivers to be provided must not be related to any regular PDIC officer or staff within the third degree of consanguinity or affinity.	
ASSIGNMENT	8 HOURS A DAY/ 5 DAYS A WEEK												
PDIC SSS Bldg. Ayala Avenue corner V. A. Rufino Street, Makati City & 2228 PDIC Building, Chino Roces Avenue, Makati City Or anywhere in the Philippines (when on field assignment)	At least 25 Licensed Professional Drivers												
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Valid professional driver's license with restrictions B, B1, B2	Valid professional driver's license with basic engine trouble shooting and license restrictions B1, B2												
The licensed professional drivers to be provided must not be related to any regular PDIC officer or staff within the third degree of consanguinity or affinity.													



1. cause the licensed professional drivers to perform the functions and duties identified by the Procuring Entity with efficiency, economy, and effectiveness;
2. pay the licensed professional drivers the agreed salaries/wages, regular benefits, overtime pay, allowances and other monetary benefits which shall not be less than what are mandated by law; and
3. arrange the deployment of the licensed professional drivers assigned to the Procuring Entity to other location as may be designated and requested by the Procuring Entity and pay the corresponding travel expenses in line with the procedure and rates prescribed in the contract.

E. CONTRACT DURATION

The contract shall cover a period of _____ (___) months commencing from issuance of the Notice to Proceed (NTP).

F. OTHER REQUIREMENTS

1. **Service Standard** – The SERVICE PROVIDER must be able to perform the required work or services effectively, efficiently, and economically within the timeframe provided by the Procuring Entity. To this end, the Service Provider shall ensure that its licensed professional drivers assigned to perform the required work or services shall have the skills required by the Procuring Entity and the capability to perform their assigned tasks with undivided attention and to the best of their ability, with utmost efficiency and effectiveness, and in accordance with the best professional standards and ethical considerations. Further, the SERVICE PROVIDER must be able to provide licensed professional drivers who shall perform and discharge their tasks with all reasonable skill, care and diligence and shall always work in the best interest of the Procuring Entity. Likewise, the SERVICE PROVIDER shall provide licensed professional drivers with adequate qualifications and experience, and in such number as may be required for the efficient fulfillment of the required services, subject to the approval of the Procuring Entity.
2. The SERVICE PROVIDER's administrative fee shall not be lower than ten percent (10%) but not higher than twenty percent of the Total Amount Paid to Employees and Government (Please refer to item C of Bid Form No. 2 attached as Annex "A-1" of the TOR). The daily wage of each licensed professional driver must be:
 - a. at least ₱700.00 for twenty-one (21) professional drivers of the corporate vehicles; and
 - b. at least ₱900.00 for four (4) professional drivers of the minibuses;

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3. For the advances made relative to the travel expenses of its deployed personnel, a service charge of not more than ten percent (10%) may be charged by the SERVICE PROVIDER.
4. All Professional Drivers to be assigned to the Procuring Entity must submit an NBI Clearance and Medical Health Certificate, both issued within six (6) months immediately prior to their assignment. The Procuring Entity aims to be a Drug- Free Workplace, thus, the professional drivers must also undergo random drug testing at the expense of the SERVICE PROVIDER during their deployment in the Procuring Entity.
5. The SERVICE PROVIDER must provide the licensed Professional Drivers assigned to the Procuring Entity with:
 - a. Additional benefits other than those provided by law in an amount/value not less than ₱ 25.00/day (e.g., meal subsidy/allowance, additional incentive leave);
 - b. Annual health protection benefit/coverage through an HMO of at least ₱100,000.00; and
 - c. Annual accident insurance coverage of at least ₱ 100,000.00.
6. The SERVICE PROVIDER must provide the Procuring Entity with:
 - a. One (1) biometric machine for attendance monitoring of the licensed Professional Drivers assigned in the Procuring Entity; and
 - b. Resident administrator (at no cost to the Procuring Entity) to address all the concerns of the deployed licensed Professional Drivers to the Procuring Entity.
7. The Procuring Entity reserves the right to demand at any time, without need to present proof or substantiate its request, the immediate replacement of any of the SERVICE PROVIDER's personnel or staff assigned in the Procuring Entity who is wanting in competence, honesty, integrity, professionalism, or whose services is deemed to be or will otherwise be prejudicial to the interest of the Procuring Entity. Within three (3) calendar days from the Procuring Entity's demand, the SERVICE PROVIDER should provide the replacement. The SERVICE PROVIDER shall, however, ensure continuous and uninterrupted flow of work and faithful compliance with the agreed timeline and service requests notwithstanding any change in the personnel assigned in the Procuring Entity.
8. **No Employer-Employee Relationship –**

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- a. It is expressly understood and agreed that the Professional Drivers assigned to the Procuring Entity are, for all legal intents and purposes, the employees of the SERVICE PROVIDER and not of the Procuring Entity; hence, there is no employer-employee relationship between the Procuring Entity and the Professional Drivers. Accordingly, the SERVICE PROVIDER shall, at all times, stand fully and solely liable for the enforcement of and/or compliance with all applicable and existing wage, labor, and social legislation as well as other pertinent laws and government regulations, and those that may be enacted hereafter.
 - b. It is likewise understood that the services rendered hereunder by the Professional Drivers shall not be considered and accredited as government service. Neither shall such services entitle the Professional Drivers to the benefits enjoyed by regular personnel of the Procuring Entity.
 - c. The non-compliance by the SERVICE PROVIDER with the minimum wage law, provisions of law on the grant of other benefits, as well as its failure to make the remittances and payments due to the BIR, SSS, Philhealth, Pag-Ibig and such other government agencies shall be a ground for the automatic termination of the Contract.
 - d. The SERVICE PROVIDER guarantees that each Professional Driver shall be paid with the rate not lower than what is stipulated in the Contract plus the other benefits that the SERVICE PROVIDER agreed to pay the Professional Drivers as provided in the Contract, as well as those provided for in the Labor Code and other existing labor or social legislation.
9. **Supervision and Control** – The SERVICE PROVIDER hereby retains and maintains control and supervision over the Professional Drivers, but hereby authorizes the Procuring Entity to give direct instructions to the Professional Drivers during their term of duty pertaining to the end-result desired by the Procuring Entity with respect to the destinations, schedules, passengers and loads. The exercise of this authority shall not be deemed or interpreted as a relinquishment by the SERVICE PROVIDER of its powers or status as employer of the Professional Drivers.
10. **Representations and Warranties** – The SERVICE PROVIDER represents, warrants, and undertakes to the Procuring Entity that:
- a. It is a domestic corporation duly registered and existing under and by virtue of the laws of the Republic of the Philippines.
 - b. It has full legal power, authority and right to carry on its present business and to render the service herein required by the Procuring Entity. It has secured the necessary and proper

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government permits, licenses or other requirements or legal processes to authorize execution, delivery, and performance of its obligations under the Contract. It further warrants that its representative has full legal power to sign, execute and deliver the Contract and to bind the SERVICE PROVIDER to comply, perform and observe the terms and conditions hereof.

- c. It has undertaken all corporate and other actions necessary to validate or authorize the execution and delivery of the Contract.
- d. The Contract, upon its execution, will be legal, valid, and enforceable in accordance with its terms.
- e. It has the required license and the resources needed to perform the services under the Contract, as well as the Minimum Qualification for the SERVICE PROVIDER as enumerated in the Terms of Reference, and it warrants the integrity, competence, capability, independence, professionalism, qualification of the Professional Drivers and other personnel or staff that it will assign to undertake the services required herein.

The Procuring Entity reserves the right to demand at any time, without need to present proof or substantiate its request, the immediate replacement of any of the SERVICE PROVIDER's personnel or staff assigned in the Procuring Entity who is wanting in competence, honesty, integrity, professionalism, or whose services is deemed to be or will otherwise be prejudicial to the interest of the Procuring Entity. Within three (3) calendar days from the Procuring Entity's demand, the SERVICE PROVIDER should provide the replacement. The SERVICE PROVIDER shall, however, ensure continuous and uninterrupted flow of work and faithful compliance with the agreed timeline and service requests notwithstanding any change in the personnel assigned in the Procuring Entity.

- f. To the knowledge of the SERVICE PROVIDER, there are no pending or threatened actions or proceedings before any court or administrative agency of any jurisdiction, which may materially or adversely affect the financial condition or operation of the SERVICE PROVIDER or its ability to comply with the terms and conditions of the Contract.

If the SERVICE PROVIDER should thereafter learn of the existence or occurrence of the same, the SERVICE PROVIDER undertakes to report such fact to the Procuring Entity within five (5) calendar days therefrom.

Failure to do so shall constitute sufficient ground for the cancellation of the Contract, and the enforcement of

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remedies which the Procuring Entity may exercise under the Contract, pertinent laws, rules, and regulations.

g. The obligation of the SERVICE PROVIDER under the Contract, and other ancillary documents which the parties may hereafter execute in connection hereof, shall constitute its direct, absolute and unconditional obligation.

11. **Loss or Damage** – The SERVICE PROVIDER shall be liable for losses and damages on the properties and facilities of the Procuring Entity due to the fault or negligence of the Professional Drivers while in the performance of their official duties or in the course of their stay within their places of assignment.

The SERVICE PROVIDER shall indemnify the Procuring Entity and/or its officers, employees, or agents, as well as the claimants and/or borrowers of the Procuring Entity, for any loss, injury, or damage either to person or property, actual or otherwise, suffered and/or caused unto them as a result or by reason of the willful, unlawful or negligent act or omission of the SERVICE PROVIDER or any of its Professional Drivers. Damage or loss shall be determined by a committee of five (5) consisting of three (3) representatives of the Procuring Entity and two (2) representatives of the SERVICE PROVIDER. The chairman of the committee shall be a representative of the Procuring Entity.

The SERVICE PROVIDER binds itself to hold the Procuring Entity or any of its officials, employees and/or agents free and harmless from any liability for any personal injury or damage, including death, sustained or caused by or to any of the Professional Drivers assigned to the Procuring Entity during the lawful performance of their duties or in the course of their stay within their places of assignment or in the course of their field work.

The indemnity required herein shall be in addition to the remedies and sanctions which the Procuring Entity may exercise under the Contract.

12. **Services Rendered Out of Regular Working Hours** – For services authorized by the Procuring Entity to be rendered over and above the eight (8) - hour regular working time, the SERVICE PROVIDER shall be entitled to charge the Procuring Entity overtime premium, night differential and holiday pay, whenever applicable, in accordance with existing labor laws, rules and regulations. Billings for overtime shall be submitted no later than thirty (30) days after the end of each month.

13. **Services Rendered Outside of PDIC Offices (Field Work)** – The Procuring Entity may deploy the Professional Drivers outside of the offices of the Philippine Deposit Insurance Corporation (PDIC) located at Chino Roces Avenue (Pasong Tamo) and Ayala

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Avenue both in Makati City, anywhere in the Philippines, to do field work. In such instances, the SERVICE PROVIDER shall advance the payment of travel expenses and per diems of Professional Drivers on field, within three (3) days from receipt of the request (Job Order), to be reimbursed by the Procuring Entity with service charge, as provided for herein.

Deployment of additional Professional Drivers shall be made by the SERVICE PROVIDER within five (5) days from receipt of the request (Job Order) of the Procuring Entity.

14. **Tardiness and Absences** – Tardiness and absences incurred by the Professional Drivers shall be deducted accordingly from the Monthly Billing of the SERVICE PROVIDER. Habitual tardiness and absences incurred by the Professional Drivers, as determined by the Procuring Entity, shall be a ground for the replacement of concerned Professional Drivers.
15. **Clearance** – Before any Professional Driver assigned to the Procuring Entity is separated from service or allowed to resign by the SERVICE PROVIDER, the SERVICE PROVIDER shall secure the necessary clearance from the Human Resource Administration Department of the Procuring Entity to ensure that all financial or other accountabilities of the Professional Drivers to the Procuring Entity, if any, are duly settled and complied with. Should the SERVICE PROVIDER fail to secure the necessary clearance from the Procuring Entity, the SERVICE PROVIDER agrees to hold itself solidarily liable with the concerned Professional Drivers for any accountabilities the latter may have with the Procuring Entity.
16. **Confidentiality of Information** – The SERVICE PROVIDER agrees and acknowledges that the services covered by the Contract may expose the SERVICE PROVIDER to confidential information and that any disclosure of such information may subject the Procuring Entity to financial, material and operational loss. Therefore, the SERVICE PROVIDER hereby agrees as follows:
 - a. The SERVICE PROVIDER shall protect all confidential information which the Procuring Entity provides to it (whether orally, in writing or in any other form) using the same standards as the SERVICE PROVIDER applies to its own comparable confidential information, but in no event less than reasonable measures, and subject to the implementation of appropriate technical, physical, and organizational/administrative measures to protect personal data against accidental or unlawful destruction or accidental loss or unauthorized alteration, disclosure or access.
 - b. The SERVICE PROVIDER, or any of its employees, agents or representatives, shall not, either during the term of the Contract or at any time thereafter, reveal, disclose or furnish,

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in any manner, to any person, firm or corporation any information relating to the Procuring Entity which the SERVICE PROVIDER or any of its personnel may have acquired or which came to their knowledge or possession in the course of their service to the Procuring Entity.

- c. The SERVICE PROVIDER shall not, during the effectivity of the Contract and extending for a period of one (1) year reckoned from the termination of the Contract, be directly or indirectly engaged or have an interest in any business undertaking or operation of other group, office or company which, in the normal course of operation, would necessitate the use of the information or knowledge gained or acquired during its engagement herein, unless it is granted written consent by the Procuring Entity.
- d. The SERVICE PROVIDER hereby acknowledges that it is aware and understands the effect of, and agrees and undertakes to ensure that all of its Board of Directors, officers and employees shall observe and comply with data privacy and bank secrecy laws including, but not limited to, the Data Privacy Act of 2012, Republic Act No.1405 (Law of Secrecy of Bank Deposits), Republic Act No. 6426 (Foreign Currency Deposit Act of the Philippines), Section 55 of the General Banking Law of 2000, and other related rules and regulations (herein collectively referred to as the "Data Privacy and Bank Secrecy Laws").

The SERVICE PROVIDER further agrees and undertakes that it will not, and covenants that all of its directors, officers and employees will not do anything which will cause the Procuring Entity to violate any provision of the Data Privacy and Bank Secrecy Laws or otherwise be guilty of an offense thereunder.

The SERVICE PROVIDER shall be liable for any disclosure of confidential information by its directors, officers, employees, agents or representatives under the Data Privacy and Bank Secrecy Laws, without prejudice to other legal remedies available to the Procuring Entity.

- e. The SERVICE PROVIDER shall ensure that its directors, officers and employees will comply with these obligations.
- f. The SERVICE PROVIDER agrees to assume sole responsibility and hereby undertakes to indemnify the Procuring Entity for any damage, which the Procuring Entity, its officers and staff may sustain by reason of breach of any of the above conditions.

The parties hereby agree that the services covered by the Contract are fiduciary in nature such that the SERVICE PROVIDER covenants that it and its personnel shall not, during the term of the Contract or at any time thereafter, disclose nor furnish to any

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person, firm or corporation any information relating to the Procuring Entity that the SERVICE PROVIDER or its personnel may have acquired/possessed in the course of the performance of their work or service, or in the course of their stay within their places of assignment, or as an incident to the Contract.

17. **Event of Default** – The SERVICE PROVIDER shall be considered in default in the event that the SERVICE PROVIDER or any of its Professional Drivers assigned in the Procuring Entity violates or breaches any of the terms and conditions of the Contract, which includes neglecting to perform and deliver in a timely manner any of the work, duties, functions, responsibilities or obligations stipulated herein, or fails for any reason whatsoever to carry out the tasks herein required in a satisfactory and acceptable manner.

18. **Retention Right** – The Procuring Entity is hereby given a lien upon any and all monies or other properties of the SERVICE PROVIDER which are in the Procuring Entity's possession or with any third party acting on behalf of the Procuring Entity including, but not limited to, those left with the Procuring Entity by or for the account of the SERVICE PROVIDER. The Procuring Entity is hereby given the right to retain the same to guarantee the payment or performance of any obligation or liability, contingent or otherwise, on the part of the SERVICE PROVIDER under the Contract.

19. **Non-exclusivity of the Contract** – It is understood that the Contract is non-exclusive. The Procuring Entity shall have the right, at any time, in its sole discretion, to concurrently engage other agencies during the term of the Contract to perform similar services as those required under the Contract, which the Procuring Entity may additionally need.

20. **Exercise of Rights** –

a. **Alternative Remedies** – The Procuring Entity shall have the right to exercise alternatively, concurrently, or cumulatively all the rights and remedies now or hereafter available under the Contract, such as, but not limited to, the forfeiture of the SERVICE PROVIDER's Performance Security, as well as the availment by the Procuring Entity of other remedies under other applicable laws, rules and regulations.

b. **Non-Waiver of Rights** – The failure of the Procuring Entity to insist upon the strict performance of any of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any right or remedy that the Procuring Entity may exercise, nor shall it be construed as a waiver of any subsequent breach or default of the terms,

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conditions and covenants hereof, which shall continue to be in full force and effect.

No waiver by the Procuring Entity of any of its rights hereunder shall be binding or deemed to have been made unless expressed in writing and signed by the Procuring Entity through its duly authorized agents.

21. Miscellaneous Provisions –

- a. **Independent Contractor** – During the term of the Contract, the SERVICE PROVIDER shall maintain its registration as an independent contractor in good standing with the DOLE.
- b. **Severability** – If any provision of the Contract should, for any reason, be held void or unenforceable, the legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired and shall remain in full force and effect.
- c. **Binding Effect/Assignment of Rights** – The Contract shall be binding upon the SERVICE PROVIDER, its partners, successors-in-interest, legal representatives, and assigns. The foregoing notwithstanding, the SERVICE PROVIDER shall not in any way assign or transfer its rights and obligations under the Contract without the written approval of the Procuring Entity.
- d. **Entire Agreement** – The Contract, together with all the documents attached and/or incorporated thereto, constitutes the entire obligation of the parties with respect to the subject matter hereof and shall supersede any prior expression of intent or understanding, whether verbally or in writing, with respect to this transaction.

For this reason, the parties shall endeavor to interpret the various provisions of the Contract and the Bid Documents in a manner that will render all of those provisions valid and enforceable. In case of conflict between the provisions of the Bid Documents and the provisions laid out in the Contract, the latter shall prevail.

- e. **Other Documents** – The parties agree to provide further assistance and execute such documents as may be necessary or reasonably desirable to accomplish the intents and purposes of the Contract.
- f. **Transfer of Location** - The transfer of the principal office of either party to any place, area or building in Metro Manila shall not affect the terms and conditions of the Contract.
- g. **Dispute Resolution** - In case any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and

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the SERVICE PROVIDER in connection with or arising out of this Contract, the parties shall make every effort to resolve such dispute or difference amicably by mutual consultation.

If after thirty (30) calendar days, the parties have failed to resolve their dispute or difference by mutual consultation, then either the Procuring Entity or the SERVICE PROVIDER may give notice to other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

Any dispute or difference in respect of which a notice to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after the delivery of the services under this Contract.

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 (RA 9285), otherwise known as the "Alternative Dispute Resolution Act of 2004". Notwithstanding any reference to arbitration herein, the parties shall perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the SERVICE PROVIDER any monies due the SERVICE PROVIDER.

- h. **Attorney's Fees** – In the event that Procuring Entity is compelled to seek judicial relief to enforce the provisions of the Contract, it shall be entitled to attorney's fees equivalent to ten percent (10%) of the amount claimed in the judicial action or of the contract price, whichever is higher, plus the costs of litigation and other expenses incidental thereto.
- i. **Venue of Action** – Should it become inevitable for the parties to avail of the remedies in the court of law, all legal actions relating to, arising from, or in connection with the Contract shall be filed exclusively with the appropriate court in the City of Makati to the exclusion of other courts of equal jurisdiction.
- j. **Tax Clearance** – In line with Executive Order No. 398, s. 2005, the SERVICE PROVIDER certifies that it is free and clear of all tax liabilities to the government. Further, the SERVICE PROVIDER binds itself to pay taxes in full and on time; and that its failure to do so shall entitle the Procuring Entity to suspend payment for any goods and services delivered by the SERVICE PROVIDER. Towards this, the SERVICE PROVIDER shall regularly present its tax clearance duly issued by the Bureau of Internal Revenue, as well as a copy of its income and business tax returns duly stamped and received by the BIR and duly

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validated with the tax payment made thereon, to the Procuring Entity.

- k. **OGCC Review** – This Contract shall be submitted to the Office of the Government Corporate Counsel (OGCC) for its review pursuant to the Governance Commission for Government-Owned or Controlled Corporations Memorandum Circular (MC) No. 2018-02 and OGCC MC No. 2023-4. Any and all comments of the OGCC as a result of its review shall form part of this Contract.

2.2

TERMS OF PAYMENT

The Procuring Entity shall pay the SERVICE PROVIDER the billing rates as provided in the contract. The rates quoted therein are based on eight (8) hours of work per day, which shall include the amount due to the Professional Drivers and to the government representing statutory deductions from the salaries for SSS, Philhealth, Pag-Ibig Fund, and ECC contributions, as well as the applicable Value Added Tax and other taxes.

All billings shall be submitted no later than thirty (30) days from the end of billing period and to be paid within sixty (60) calendar days from receipt thereof provided the requirements enumerated in the next paragraphs are complied with.

Prior to the release of each payment, the SERVICE PROVIDER shall submit the following as attachments to its billing:

- a. Certification under oath by the President of the SERVICE PROVIDER or his duly authorized representative attesting that:
 - i. All Professional Drivers employed under the Contract have been fully paid their respective salaries and wages, overtime, and allowances for the preceding month by the SERVICE PROVIDER in the amount provided under the Contract including any adjustment thereof;
 - ii. All premiums/sums due to the BIR, SSS, Philhealth, Pag-Ibig Fund, and such other government agencies have been duly remitted by the SERVICE PROVIDER to the proper agencies concerned; and
 - iii. Said Professional Drivers have no claim for any deficiency in their wages and benefits from the SERVICE PROVIDER.

For this purpose, the SERVICE PROVIDER shall also furnish the Procuring Entity a copy of the monthly payroll slips of the Professional Drivers to be attached to the billing.

- b. Proof of quarterly payment to the SSS (i.e., Form R3, R5 & SBR), Philhealth and Pag-Ibig Fund.

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3	<p>PERFORMANCE SECURITY</p> <ol style="list-style-type: none"> 1. To guarantee the faithful performance of the obligations and services required in the terms of reference, the SERVICE PROVIDER shall post in favor of the Procuring Entity a Performance Security in the form of Cash or Manager's/Cashier's check in the amount equivalent to five (5%) of the total contract price, or, in the form of a Bank Draft/Guarantee issued by a reputable universal or commercial bank in the amount equivalent to five (5%) percent of the total contract price, or, in the form of a Surety Bond callable on demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security in the amount equivalent to thirty (30%) percent of the total contract price. 2. In the event that the performance security posted by the SERVICE PROVIDER shall be deemed inadequate or otherwise unacceptable by the Procuring Entity, the Procuring Entity shall have the right to require the SERVICE PROVIDER to post a performance security in such form and amount as determined by the Procuring Entity and allowed under existing laws and regulations. 3. The Performance Security shall answer for any damage the Procuring Entity may suffer by reason of the SERVICE PROVIDER's default of any of its obligations, unsatisfactory performance of duties, performance of duties not related to services covered by the Contract, and/or breach of the terms and conditions of the Contract and shall likewise guarantee payment for any loss, damage or injury that may be caused by the SERVICE PROVIDER to the Procuring Entity, its officers, employees, clients, retained employees of closed banks, and guests, including losses and damages on the properties and facilities of the Procuring Entity due to the fault or negligence of the SERVICE PROVIDER and its personnel. 4. Any changes made in the Contract shall in no way annul, release, or affect the liability of the SERVICE PROVIDER and the Performance Security.
4	<p>INSPECTION AND TEST</p> <p>Inspections shall be conducted by the PDIC's Administrative Services Group or Human Resource Group to determine whether the output faithfully meets the minimum requirements specified for the Project.</p>
6	<p>LIABILITY OF THE SERVICE PROVIDER</p> <p>In the event that the SERVICE PROVIDER violates or breaches any of the terms and conditions of the contract, which includes neglecting to perform and deliver within the prescribed period any of the works, duties, functions, responsibilities or obligations stipulated herein, inclusive of the duly granted time extension, if any, or fails for any reason whatsoever to carry out the tasks herein required in a satisfactory and</p>

acceptable manner, the SERVICE PROVIDER shall be liable in any or all of the following consequences of default:

- a. **Forfeiture of Performance Security** - The performance security shall be forfeited in favor of the Procuring Entity in the event that the SERVICE PROVIDER is in default or breach of its obligations under the contract and shall answer for any loss, damage or injury caused to the Procuring Entity as a result of the willful, unlawful, or negligent act or omission of the SERVICE PROVIDER or any of the SERVICE PROVIDER's representative.
- b. **Liquidated Damages and Penalties** - The SERVICE PROVIDER shall, without need of demand, be liable for damages for such default and shall pay the Procuring Entity liquidated damages in an amount equivalent to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay or breach. In the event that the total sum of liquidated damages or the total cost to the Procuring Entity of any such delay or inability by the SERVICE PROVIDER to deliver its obligations reaches 10% of the contract price, the Procuring Entity may, at its option, (i) proceed to terminate the contract in accordance with the procedures laid down in Annex I of the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, or (ii) allow the SERVICE PROVIDER to continue and complete the Project subject to continuous accrual and imposition of liquidated damages, by way of penalty, at the rate herein prescribed until such services are finally delivered and accepted by the Procuring Entity.

The Procuring Entity need not prove that it has incurred pecuniary damages to be entitled to remedies above provided. Furthermore, the Procuring Entity reserves the right to deduct any and all of the damages/penalties from any money due or payments which may become due to the SERVICE PROVIDER under the terms of the contract and/or from the securities/warranties filed/submitted by the SERVICE PROVIDER as the Procuring Entity may deem convenient and expeditious under the prevailing circumstances.

- c. **Stoppage of Work/Payment** - The Procuring Entity shall have the right to stop, in whole or in part, any of the work or payment due under the contract in the event of default on the part of the SERVICE PROVIDER to perform its obligations under the contract.
- d. **Take-over of Contract** - The Procuring Entity shall have the right to procure/engage, upon such terms and manners as the Procuring Entity shall deem appropriate, the services of another SERVICE PROVIDER to undertake the unperformed/undelivered service(s) of the SERVICE PROVIDER pursuant to the provisions of the IRR of R.A No. 9184. Any expenses that may be incurred to engage another SERVICE PROVIDER shall be for the exclusive account of the SERVICE PROVIDER. The SERVICE PROVIDER shall likewise be

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liable to pay for all the incremental expenses that the Procuring Entity may incur to fully complete the Project.

- e. **Termination of Contract** - In the event that such delay, default, failure, or refusal to deliver or perform any or all of the goods or services within the limit prescribed herein, including with any extension thereof granted, if any, the Procuring Entity shall have the right to terminate the contract, subject to provisions of Annex I of the IRR of R.A No. 9184.

Upon the commencement of the termination, the SERVICE PROVIDER shall stop the work immediately, in case no prior work stoppage has been issued by the Procuring Entity against the SERVICE PROVIDER. The SERVICE PROVIDER shall also turn over all documents/records which came to its possession by reason of the contract.

- f. **Blacklisting of the Service Provider** - Upon termination of the contract due to default of the SERVICE PROVIDER, the Procuring Entity shall have the right to issue a Blacklisting Order disqualifying the SERVICE PROVIDER from participating in the bidding of all government projects during the period of suspension.

- g. **Non-exclusivity** - The sanctions and remedies mentioned herein shall be understood to be without prejudice to other rights that the Procuring Entity may exercise under the contract, pertinent laws, rules, and regulations.

- h. **Indemnity** - The SERVICE PROVIDER shall answer and indemnify the Procuring Entity for the cost of any damage to or loss of the latter's property, or to those for which the Procuring Entity may be held responsible for whatever reason, which is due to or has been sustained through the fault of the SERVICE PROVIDER's personnel. For all items/equipment/supplies owned by the Procuring Entity and used by the SERVICE PROVIDER and/or its employees but found lost or damaged, the corresponding amount shall be automatically deducted from the SERVICE PROVIDER's billings/payments. In this connection, the SERVICE PROVIDER's personnel shall submit to frisking and bodily search and bag check by the Procuring Entity's security guards upon entering and/or when leaving the PDIC Premises as may be required.

The SERVICE PROVIDER shall answer and indemnify the Procuring Entity for whatever injuries or damages suffered by reason of failure, negligence, delay or conduct on the part of the SERVICE PROVIDER and/or its personnel in the performance of the contractual obligations stipulated herein.

The SERVICE PROVIDER shall hold the Procuring Entity or any of its officials, employees and/or agents free and harmless from any

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injury, liability, damage or loss of the SERVICE PROVIDER's tools, equipment, or materials needed for the duration of the Contract, unless it is clearly ascertained that the fault lies with the Procuring Entity or any of its officials, employees and/or agents. Damaged or lost tools, equipment and materials shall be immediately replaced by the SERVICE PROVIDER to avoid any interruption in the delivery of the required services.

Force Majeure:

The SERVICE PROVIDER shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the SERVICE PROVIDER's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.

For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the SERVICE PROVIDER could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the SERVICE PROVIDER. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, pandemic, quarantine restrictions, and freight embargoes.

If a *force majeure* situation arises, the SERVICE PROVIDER shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the SERVICE PROVIDER shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

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Bank deposit mo, protektado!

Title of Procurement: _____
Mode of Procurement: _____
Approved Budget for the Contract: _____

CERTIFICATION and UNDERTAKING

This is to certify that this procurement will be conducted in accordance with Republic Act (R.A) No. 9184, the Government Procurement Reform Act, and its Revised Implementing Rules and Regulations (RIRR). The PDIC further undertakes that as required under Office Circular No. 425 and after issuance of the Notice of Award to the winning bidder, it shall submit a certification stating that the procurement has been conducted in accordance with R.A No. 9184 and its RIRR.

Chairperson, Bids and Awards Committee

Noted by:

President & CEO

18 *[Handwritten signature]* *[Handwritten signature]* *[Handwritten signature]*

CONTRACT

(For Professional Drivers Services)

KNOW ALL MEN BY THESE PRESENTS:

This Contract for Professional Drivers Services (hereinafter referred to as the "Contract"), made and entered into by and between:

PHILIPPINE DEPOSIT INSURANCE CORPORATION (PDIC), a government instrumentality created and existing under R.A. No. 3591, as amended, with principal office address at SSS Building, Ayala Avenue corner V.A. Rufino Street, Makati City, Metro Manila, hereinafter referred to as the "**PROCURING ENTITY**", represented herein by its _____, _____, duly authorized for the purpose of this Contract as evidenced by its Corporate Secretary's Certificate dated _____, attached as Annex "A";

- and -

_____, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at _____, hereinafter referred to as the "**SERVICE PROVIDER**", represented herein by its _____, _____, duly authorized for the purpose of this Contract as evidenced by its Corporate Secretary's Certificate dated _____, attached as Annex "B";

The **PROCURING ENTITY** and the **SERVICE PROVIDER** shall collectively be referred to as the "**PARTIES**".

ANTECEDENTS:

The **PROCURING ENTITY** needs to engage the services of a qualified and experienced firm, which will provide licensed professional drivers to the **PROCURING ENTITY** to help the latter in performing its day-to-day operations pursuant to its mandates (**Project**);

(Refer to the Terms of Reference/Technical Specifications for a more detailed description of the Project.)

For the procurement of the required services, a public bidding was conducted by the **PROCURING ENTITY** pursuant to the provisions of Republic Act No. 9184 (The Government Procurement Reform Act);

In the public bidding held for the purpose, and after due evaluation and conduct of post-evaluation, the **SERVICE PROVIDER** was found to have submitted the

18 *[Signature]* *[Signature]* *[Signature]*

Lowest Calculated and Responsive Bid and offered the most advantageous terms and conditions to the **PROCURING ENTITY**;

The procurement of the required services for professional drivers was included in the 20__ PDIC Corporate Operating Budget pursuant to Board Resolution No. _____ dated _____, and the fund for the approved budget has been allotted, set aside, and made available for the said services, as evidenced by a Certification for Budget and Fund Availability, which is attached as **Annex "C"** of this Contract;

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and stipulations hereinafter set forth, the parties hereto have agreed and do hereby agree, as follows:

1. **Definitions** – In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to below.
2. **Documents Incorporated** - 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.:
 - (a) Philippine Bidding Documents (PBDs);
 - a. Schedule of Requirements;
 - b. Technical Specifications;
 - c. General and Special Conditions of Contract; and
 - d. Supplemental or Bid Bulletins, if any
 - (b) 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;
 - (c) Performance Security;
 - (d) Notice of Award of Contract; and the Bidder's conforme thereto; and
 - (e) 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.

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3. In consideration of the payments to be made by the **PROCURING ENTITY** to the **SERVICE PROVIDER** as hereinafter mentioned, the **SERVICE PROVIDER** hereby covenants with the **PROCURING ENTITY** to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The **PROCURING ENTITY** hereby covenants to pay the **SERVICE PROVIDER** in consideration of the provision of the services and the remedying of defects therein, the Contract Price in the amount of [total contract price in words and figures] or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the Contract.

IN WITNESS WHEREOF, the parties have hereunto signed and executed this Contract in accordance with the laws of the Republic of the Philippines on the date and place stated under their respective names.

PHILIPPINE DEPOSIT INSURANCE CORPORATION
Procuring Entity
TIN 000-488-662

By:

Date: _____
Place: Makati City

SIGNED IN THE PRESENCE OF:

SERVICE PROVIDER
TIN _____

By:

18 *[Handwritten Signature]* *[Handwritten Signature]* *[Handwritten Signature]*

Date: _____
Place: _____

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of Makati, on this ____ day of _____, the following personally appeared:

Name	Competent Evidence of Identity	Date/Place Issued
Philippine Deposit Insurance Corporation Represented by _____	PDIC ID No. _____	_____

known to me and to me made known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their own free and voluntary act and deed, as well as of the corporations they represent, and that they are duly authorized so sign the same.

This Instrument, which refers to a *Contract for Professional Drivers Services* consisting of _____ (____) pages, including this page where the acknowledgment is written, has been signed on each and every page thereof by the parties and their witnesses and thereafter sealed with my notarial seal.

WITNESS MY HAND AND SEAL on the date and place first above written.

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18 *[Signature]* *[Signature]* *[Signature]*

Notary Public

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 20__.

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ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of Makati, on this ____ day of _____, the following personally appeared:

Name	Competent Evidence of Identity	Date/Place Issued
------	--------------------------------	-------------------

Represented by

known to me and to me made known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their own free and voluntary act and deed, as well as of the corporations they represent, and that they are duly authorized so sign the same.

This Instrument, which refers to a *Contract for Professional Drivers Services* consisting of _____ (__) pages, including this page where the acknowledgment is written, has been signed on each and every page thereof by the parties and their witnesses and thereafter sealed with my notarial seal.

WITNESS MY HAND AND SEAL on the date and place first above written.

Notary Public

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 20__.

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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

Submitted by: _____ /

Name and Signature of Authorized Representative /

Designation : _____ /

Date : _____ /

Handwritten signatures and initials at the bottom of the page.

Section VII. Technical Specifications/Terms of Reference

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.

Handwritten marks: A stylized signature or mark on the left, followed by a vertical line with a horizontal crossbar, then the word "Ant" in cursive, and finally a stylized signature or mark on the right.

Technical Specifications

Item	Specification	Statement of Compliance
	All provisions of the attached Terms of Reference	<p><i>[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>

Submitted by: _____ ,

Name and Signature of Authorized Representative _____ ,

Designation : _____ ,

Date : _____ /



TERMS OF REFERENCE

1. PROJECT : PROCUREMENT OF PROFESSIONAL DRIVERS SERVICES
2. APPROVED BUDGET : Five Million Seven Hundred Thousand Only
(P5,700,000.00)

3. PROJECT BACKGROUND AND OBJECTIVE:

The Philippine Deposit Insurance Corporation (PDIC) needs to engage the services of a qualified and experienced firm which will provide licensed professional drivers to help carry out its mandate.

4. SCOPE OF WORK:

- 4.1 Provide PDIC with qualified, competent and licensed professional drivers; and
- 4.2 Provide training to the licensed professional drivers to be assigned to PDIC.

5. TECHNICAL SPECIFICATIONS / MANPOWER REQUIREMENT / DELIVERABLES

5.1 *Minimum Qualifications of Service Provider*

- 5.1.1 With at least three (3) years experience in providing said services to any institution;
- 5.1.2 Capable of providing at least 25 licensed professional drivers;
- 5.1.3 With financial capability of advancing the expenses (e.g., wages, overtime, additional benefits, travel expenses) of licensed professional drivers in relation to their assignment with PDIC for at least two (2) months, computed at a minimum amount of P 500,000.00/month;
- 5.1.4 Should meet the following requirements:
- a) Duly registered with the Department of Labor and Employment (DOLE);
 - b) Duly registered with the Bureau of Internal Revenue (BIR);
 - c) For sole proprietorship, duly registered with the Department of Trade and Industry (DTI);



d) For corporations and partnerships, duly registered with the Securities and Exchange Commission (SEC); and

e) Must be an active employer registered with the following agencies:

- Social Security System (SSS);
- Home Development Mutual Fund (Pag-IBIG Fund); and
- Philippine Health Insurance Corporation (PhilHealth).

5.2 Place of assignment and number of required licensed professional drivers

ASSIGNMENT	8 HOURS A DAY/ 5 DAYS A WEEK
PDIC SSS Bldg. Ayala Avenue corner V. A. Rufino Street, Makati City & 2228 PDIC Building Chino Roces Avenue, Makati City Or anywhere in the Philippines (when on field assignment)	At least 25 Licensed Professional Drivers

5.3 Qualifications of professional drivers:

5.3.1

21 Drivers for Corporate Vehicles (P700.00)	4 Drivers for Mini Buses (P900.00)
At least one (1) year relevant experience	At least 5 years relevant experience as driver for 30-seater mini-bus
Valid professional driver's license with restrictions B, B1, B2.	Valid professional driver's license with basic engine trouble shooting and license restrictions B1, B2.

5.3.2 Licensed professional drivers to be provided must not be related to any regular PDIC officer and staff within the third degree of consanguinity or affinity.

5.4 The Service Provider undertakes to:

5.4.1 cause the licensed professional drivers to perform the functions and duties identified by PDIC with efficiency, economy and effectiveness;

5.4.2 pay the licensed professional drivers the agreed salaries/wages, regular benefits, overtime pay, allowances

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and other monetary benefits which shall not be less than what are mandated by law; and

- 5.4.3 arrange the deployment of the licensed professional drivers assigned to PDIC to other location as may be designated and requested by PDIC, and pay the corresponding travel expenses in line with the procedure and rates prescribed in the contract.

6. DURATION

Eight and one-half (8 1/2) months commencing from date of issuance of Notice to Proceed.

7. TERMS OF PAYMENT

PDIC shall pay the Service Provider the billing rates as provided in the contract. The rates quoted therein are based on eight (8) hours of work per day, which shall include the amount due to the Professional Drivers and to the government representing statutory deductions from the salaries for SSS, Philhealth, Pag-Ibig Fund, and Employees' Compensation Commission contributions, as well as the applicable Value Added Tax and other taxes.

All billings shall be submitted no later than thirty (30) calendar days from the end of billing period and to be paid within sixty (60) calendar days from receipt thereof provided the requirements enumerated in the next paragraphs are complied with.

Prior to the release of each payment, the Service Provider shall submit the following as attachments to its billing:

- a. Certification under oath by the President of the Service Provider or his duly authorized representative attesting that:
 - i. All Professional Drivers employed under the Contract have been fully paid their respective salaries and wages, overtime and allowances for the preceding month by the Service Provider in the amount provided under the Contract including any adjustment thereof;
 - ii. All premiums/sums due to the BIR, SSS, Philhealth, Pag-Ibig Fund and such other government agencies have been duly remitted by the Service Provider to the proper agencies concerned; and
 - iii. Said Professional Drivers have no claim for any deficiency in their wages and benefits from the Service Provider.

For this purpose, the Service Provider shall also turnish PDIC a copy of the monthly payroll slips of the Professional Drivers to be attached to the billing.

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- b. Proof of quarterly payment to the SSS (i.e., Form R3, R5 & SBR), Philhealth and Pag-Ibig Fund.

8. OTHER REQUIREMENTS

8.1 SERVICE STANDARD

The Service Provider must be able to perform the required work or services effectively, efficiently, and economically within the timeframe provided by the PDIC. To this end, the Service Provider shall ensure that its licensed professional drivers assigned to perform the required work or services shall have the skills required by PDIC and the capability to perform their assigned tasks with undivided attention and to the best of their ability, with utmost efficiency and effectiveness, and in accordance with the best professional standards and ethical considerations. Further, the Service Provider must be able to provide licensed professional drivers who shall perform and discharge their tasks with all reasonable skill, care and diligence and shall always work in the best interest of the PDIC. Likewise, the Service Provider shall provide licensed professional drivers with adequate qualifications and experience, and in such number as may be required for the efficient fulfillment of the required services, subject to the approval of the PDIC.

- 8.2 The Service Provider's administrative fee shall not be lower than ten percent (10%) but not higher than twenty percent (20%) of the Total Amount Paid to Employees and Government (Please refer to item C of Bid Form No. 2) attached as Annex A-1. The daily wage of each licensed professional driver must be:

8.2.1 at least ₱700.00 for twenty-one (21) professional drivers for the corporate vehicles; and

8.2.2 at least ₱900.00 for four (4) professional drivers for the mini buses.

- 8.3 For the advances made relative to the travel expenses of its deployed driver, a service charge of not more than ten percent (10%) may be charged by the Service Provider.

- 8.4 All Professional Drivers to be assigned to PDIC must submit an NBI Clearance and Medical Health Certificate, both issued within six (6) months immediately prior to their assignment. PDIC aims to be a Drug-Free Workplace thus, they must also undergo random drug testing at the expense of the Service Provider during their deployment in PDIC.

- 8.5 The winning Service Provider must provide the licensed Professional Drivers assigned to PDIC with:

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- 8.5.1 Additional benefits other than those provided by law in an amount/value not less than ₱ 25.00/day (e.g., meal subsidy/allowance, additional incentive leave);
 - 8.5.2 Annual health protection benefit/coverage through an HMO of at least ₱100,000.00; and
 - 8.5.3 Annual accident insurance coverage of at least ₱ 100,000.00.
- 8.6 The winning bidder must provide PDIC with:
- 8.6.1 One (1) biometric machine for attendance monitoring of the licensed Professional Drivers assigned in PDIC; and
 - 8.6.2 Resident administrator (at no cost to PDIC) to address all the concerns of the deployed licensed Professional Drivers to PDIC.

9. OTHER TERMS AND CONDITIONS

Herein engagement shall be subject to other terms and conditions, as may be contained in the corresponding Contract for Professional Drivers Services to be executed by and between PDIC and the Service Provider.



**PHILIPPINE DEPOSIT INSURANCE CORPORATION
PROFESSIONAL DRIVERS SERVICES**

Computation of Bid Amount

8 Hours Daily Duty for 5 Days a Week (Monday-Friday, including holidays)

<u>Particulars</u>	<u>Daily Rate</u>	<u>Monthly</u>
Daily Wage (DW) at 8 hours a day:	P 700.00	
A. Total Amount Paid Directly to Contractual Employee:		
Monthly Wage (MW) [MW=DW x 261 / 8.5]		_____
13 th Month Pay (MW / 8.5)		_____
Service Incentive Leave Pay (DW x 5 / 8.5)		_____
B. Total Amount Paid to Government in Favor of Contractual Employee:		
SSS Contribution		_____
Philhealth		_____
ECC		_____
PAG-JBIG Contribution		_____
C. Total Amount Paid to Contractual Employee & Government (A+B): _____		
D. Add: Administrative Expenses * _____		
E. Total Monthly Contract Rate Per Employee (C + D) _____		
F. Value Added Tax (VAT) _____		
G. Gross Monthly Contract Rate per Contractual Employee (E+F) _____		
H. Number of Employees Required: _____		
I. Grand Total Per Month (G x H): _____		
J. Grand Total for Eight and One-Half (8 1/2) months: _____		
* Not lower than ten percent (10%) of the Total Amount Paid to Contractual Employee & Government		
K. Service Charge for Travel Expenses (Maximum: 10%): _____		

Conditions:

It is hereby understood that the above costing covers such other allowances and benefits in accordance with the prevailing schedule of Professional Drivers Services Rates in accordance with Wage Order and other existing and applicable laws, rules and regulations.

Name of Bidder

By: _____

Name & Signature of Authorized Representative

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**PHILIPPINE DEPOSIT INSURANCE CORPORATION
PROFESSIONAL DRIVERS SERVICES**

Computation of Bid Amount

8 Hours Daily Duty for 5 Days a Week (Monday-Friday, including holidays)

<u>Particulars</u>	<u>Daily Rate</u>	<u>Monthly</u>
Daily Wage (DW) at 8 hours a day:	P 900.00	
A. Total Amount Paid Directly to Contractual Employee:		
Monthly Wage (MW) [MW=DW x 261 / 8.5]		_____
13 th Month Pay (MW / 8.5)		_____
Service Incentive Leave Pay (DW x 5 / 8.5)		_____
B. Total Amount Paid to Government in Favor of Contractual Employee:		
SSS Contribution		_____
Philhealth		_____
ECC		_____
PAG-IBIG Contribution		_____
C. Total Amount Paid to Contractual Employee & Government (A+B):		_____
D. Add: Administrative Expenses *		_____
E. Total Monthly Contract Rate Per Employee (C + D)		_____
F. Value Added Tax (VAT)		_____
G. Gross Monthly Contract Rate per Contractual Employee (E + F)		_____
H. Number of Employees Required:		_____
I. Grand Total Per Month (G x H):		_____
J. Grand Total for Eight and One-Half (8 1/2) months:		_____
* Not lower than ten percent (10%) of the Total Amount Paid to Contractual Employee & Government		
K. Service Charge for Travel Expenses (Maximum: 10%):		_____

Conditions:

It is hereby understood that the above costing covers such other allowances and benefits in accordance with the prevailing schedule of Professional Drivers Services Rates in accordance with Wage Order and other existing and applicable laws, rules and regulations.

Name of Bidder

By: _____

Name & Signature of Authorized Representative

8 *[Signature]* *[Signature]* *[Signature]*

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.

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Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) issued pursuant to GPPB Resolution No 15-2021; ✓

Technical Documents

- (b) 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. If the prospective bidder does not have any ongoing government and private contracts as required above, the prospective bidder has to make a similar declaration on the absence of any ongoing government and private contracts; and ✓
- (c) 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 (Copy attached). ✓

The two statements required shall indicate for each contract the following:

- (i) name of the contract;
- (ii) date of the contract;
- (iii) contract duration;
- (iv) owner's name and address;
- (v) kinds of Goods;
- (vi) For Statement of Ongoing Contracts - amount of contract and value of outstanding contracts;
- (vii) For Statement of SLCC - amount of completed contracts date of delivery; and
- (viii) end user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements; and
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; ✓
- or
- (e) Original copy of Notarized Bid Securing Declaration (Copy attached); and ✓
- (f) Conformity with the Technical Specifications, which may include ✓

production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**

- (g) Original duly signed Omnibus Sworn Statement (OSS) [Copy attached]; **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

- (h) 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

- (i) 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.

Each partner of the joint venture shall submit the required legal eligibility documents stated herein, including the required post qualification documents. The submission of the technical and financial eligibility documents by any of the joint venture partners constitute compliance: Provided, that the Partner responsible to submit the NFCC shall likewise submit the Statement of all its ongoing contracts and Audited Financial Statements.

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

- (j) [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.
- (k) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form (Copy attached); **and**
- (b) Original of duly signed and accomplished Price Schedule[s] (Copy attached).
- (c) Bid Form No. 2

Handwritten signatures and initials at the bottom of the page, including a large signature on the left and several initials and signatures on the right.

Name of Bidder : _____
 Business Address: _____
 Telephone No.: _____

Statement of all 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.

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Contract and Value of Outstanding Contract	Date of Delivery

Statement of the Bidder's SLCC similar to the contract to be bid, in accordance with ITB, within the relevant period as provided in the BDS:

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Completed Contract	Date of Delivery	End User's Acceptance or Official Receipt(s) or Sales Invoice issued for the contract, if completed, which shall be attached to the Statement.

Submitted by: _____
 Name & Signature of Authorized Representative
 Designation _____
 Date _____

of Contract No. 18
 of 2014
 28

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]

[Handwritten signatures and initials]

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

[Handwritten signatures and initials]

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]

[Handwritten signatures]

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	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.

Handwritten signatures and initials at the bottom of the page, including a large signature on the left and several smaller initials and signatures across the bottom.

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: _____

AS *A* *and* *P* *r* *is* *f* *Ant* *ing* *Im* *A*

Price Schedule for Goods Offered from Abroad
[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. _____ Page ____ of ____

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: _____

Legal Capacity: _____

Signature: _____

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

AS *of* *and* *for* *7* *18* *of* *Aut* *1976* *for* *A*

Price Schedule for Goods Offered from Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ___ of ___

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

Name: _____

Legal Capacity: _____

Signature: _____

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

Handwritten signature and date: 28 Nov 18

PHILIPPINE DEPOSIT INSURANCE CORPORATION

PROFESSIONAL DRIVERS SERVICES

Computation of Bid Amount

8 Hours Daily Duty for 5 Days a Week (Monday-Friday, including holidays)

<u>Particulars</u>	<u>Daily Rate</u>	<u>Monthly</u>
Daily Wage (DW) at 8 hours a day: P 700.00		
A. Total Amount Paid Directly to Contractual Employee:		
Monthly Wage (MW) [MW=DW x 261 / 8.5]		_____
13 th Month Pay (MW / 8.5)		_____
Service Incentive Leave Pay (DW x 5 / 8.5)		_____
B. Total Amount Paid to Government in Favor of Contractual Employee:		
SSS Contribution		_____
Philhealth		_____
ECC		_____
PAG-IBIG Contribution		_____
C. Total Amount Paid to Contractual Employee & Government (A+B)		_____
D. Add: Administrative Expenses *		_____
E. Total Monthly Contract Rate Per Employee (C+D)		_____
F. Value Added Tax (VAT)		_____
G. Gross Monthly Contract Rate per Contractual Employee (E+F)		_____
H. Number of Employees Required:		_____
I. Grand Total Per Month (G x H):		_____
J. Grand Total for Eight and One-Half (8 1/2) months:		_____
* Not lower than ten percent (10%) of the Total Amount Paid to Contractual Employee & Government		
K. Service Charge for Travel Expenses (Maximum: 10%):		_____

Conditions.

It is hereby understood that the above costing covers such other allowances and benefits in accordance with the prevailing schedule of Professional Drivers Services Rates in accordance with Wage Order and other existing and applicable laws, rules and regulations.

By:

Name of Bidder

Name & Signature of Authorized Representative

PHILIPPINE DEPOSIT INSURANCE CORPORATION

PROFESSIONAL DRIVERS SERVICES

Computation of Bid Amount

8 Hours Daily Duty for 5 Days a Week (Monday-Friday, including holidays)

Particulars	Daily Rate	Monthly
Daily Wage (DW) at 8 hours a day:	P 900.00	
A. Total Amount Paid Directly to Contractual Employee:		
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13 th Month Pay (MW / 8.5)	
Service Incentive Leave Pay (DW x 5 / 8.5)	
B. Total Amount Paid to Government in Favor of Contractual Employee:		
SSS Contribution		.....
Philhealth		.....
ECC		.....
PAG-IBIG Contribution		.....
C. Total Amount Paid to Contractual Employee & Government (A + B):		.....
D. Add: Administrative Expenses *		.....
E. Total Monthly Contract Rate Per Employee (C + D)		.....
F. Value Added Tax (VAT)		.....
G. Gross Monthly Contract Rate per Contractual Employee (E + F)		.....
H. Number of Employees Required:		.....
I. Grand Total Per Month (G x H):		.....
J. Grand Total for Eight and One-Half (8 1/2) months:		.....
* Not lower than ten percent (10%) of the Total Amount Paid to Contractual Employee & Government		
K. Service Charge for Travel Expenses (Maximum: 10%):		.....

Conditions:

It is hereby understood that the above costing covers such other allowances and benefits in accordance with the prevailing schedule of Professional Drivers Services Rates in accordance with Wage Order and other existing and applicable laws, rules and regulations.

.....
Name of Bidder

By: _____

.....
Name & Signature of Authorized Representative



Republic of the Philippines



Government Procurement Policy Board

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