

# Republic of the Philippines Department of Social Welfare and Development Field Office X

Masterson Ave., Upper Carmen, Cagayan de Oro City Email Address: bac.fo10@dswd.gov.ph

# NEGOTIATED PROCUREMENT – TWO FAILED BIDDINGS

Motor Vehicle Rental Services for DSWD FO X FY 2025 (Consumable) NNP No. 2025-06-25-TFB

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### Section I. Notice of Negotiated Procurement





### NOTICE OF NEGOTIATED PROCUREMENT

(Negotiated Procurement due to Two-Failed Biddings)

-NNP NO. 2025-06-25-TFB -

## MOTOR VEHICLE RENTAL SERVICES FOR DSWD FO X FY 2025 (CONSUMABLE)

- 1. The Department of Social Welfare and Development Field Office X through the GAA 2025 intends to apply the sum of Two Million Eight Hundred Eighty Thousand Pesos (Php 2,880,000.00) only being the Approved Budget for the Contract (ABC) to payments under the contract for the Motor Vehicle Rental Services for DSWD FO X FY 2025 (Consumable).
- 2. The DSWD now invites technically, legally, and financially capable supplier for the project at hand. Interested suppliers are requested to submit the Technical and Financial Component as specified in the herein attached Checklist of Technical and Financial Documents.
- 3. The procurement procedure that will be adopted is Negotiated Procurement considering that there has been two failure of biddings pursuant to Section 35.1 of the Implementing Rules and Regulations (IRR) of Republic Act 12009 (R.A. 12009), otherwise known as the New Government Procurement Act (NGPA).

The procurement is restricted to Filipino citizens/sole proprietorships, organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to R.A. 5183.

The Bids and Awards Committee (BAC) will engage in negotiation a sufficient number of suppliers to ensure effective competition. If only one (1) bidder respond to the notice/invitation or posting, the BAC shall proceed with the negotiation subject to the rules prescribed in the IRR of RA 12009. The selection of the successful offers shall be based on the best and final offer that will be submitted on a specified date, which could meet the DSWD's minimum technical and financial requirements and does not exceed the ABC.

- 4. Interested Suppliers may obtain further information from DSWD FO X BAC Secretariat at the address given below from **Monday to Friday** (except holidays) at 8:00 AM to 5:00 PM.
- 5. The deadline for the submission of quotation/proposal (Technical and Financial documents) is on 30 June 2025 at 10:00 a.m. which shall be delivered at the BAC Secretariat Office, 2<sup>nd</sup> Floor Main Building, DSWD Field Office X, Masterson Avenue, Upper Carmen, Cagayan de Oro City. Late quotations/proposals shall not be accepted.

- 6. Virtual opening of quotations/proposal and negotiation shall be on **30 June 2025**, **01:00 PM**, through videoconferencing via Google meet. Quotations will be opened in the presence of the suppliers' representatives who choose to attend the activity. The links will be provided upon submission of the documents.
- 7. The DSWD FO X reserves the right to accept or reject any proposal and to annul the procurement process at any time prior to contract award, without thereby incurring any liability to the affected suppliers.
- 8. For further information, please refer to:

#### ATTY. JUSTINE PHILLIP O. TADEO

Head, BAC Secretariat
DSWD Field Office X
Masterson Avenue, Upper Carmen, Cagayan de Oro City
Mobile No.0975-486-0960
bac.fo10@dswd.gov.ph

24 June 2025

BELLENE L. AHMAD

Chairperson, Bids and Awards Committee

# Section II. Checklist of Technical and Financial Documents



### **Checklist of Technical and Financial Documents**

Interested supplier shall submit one (1) original and two (2) more duplicate copies of its Technical and Financial Components duly marked, signed, and sealed by the Authorized Representative.

#### I. TECHNICAL COMPONENT ENVELOPE

#### Class "A" Documents

#### **Legal Documents**

a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR of RA No. 9184; and

### **Technical Documents**

- a) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- b) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Section 52.4.1.3 of the IRR of RA No. 12009, within the relevant period as provided in the Bidding Documents;

For this purpose, 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 at fifty percent (50%) of the ABC. Contracts similar to the Project shall be:

- i. Procurement of Motor Vehicle Rental Services; and
- ii. Completed within **two (2) years** prior to the deadline for the submission and receipt of bids.
- c) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission <u>or</u> Original copy of Notarized Bid Securing Declaration;

	Form of Bid Security	Amount of Bid Security (Not Less than the Percentage of the ABC)
a.	Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	The amount of not less than <b>Two</b>
b.	Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a Foreign Bank.	Percent (2%) of the Total Approved Budget for the Contract (ABC)

c. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.

The amount of not less than **Five Percent (5%) of the Total Approved Budget for the Contract (ABC)** 

d. **Bid Securing Declaration** - is an undertaking which states, among others, that the bidder shall enter into contract with the procuring entity and furnish the required performance security within ten (10) calendar days, or less, from receipt of the Notice of Award, and committing to pay the corresponding fine and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as required in the guidelines issued by the GPPB.

The bid and bid security shall be valid for **one hundred twenty (120) calendar days** from the date of opening of quotation; **and** 

- d) Conformity of with the Technical Specifications, which shall include schedule of requirements, and manpower requirements;
- e) Original duly signed Omnibus Sworn Statement (OSS); in the case of a corporation, partnership or cooperative, an Original Notarized Secretary's Certificate or Board Resolution authorizing the representative; or Original Notarized Special Power of Attorney of all members of the joint venture giving full power and authority to its authorized representative to sign the OSS; or Original Notarized Special Power of Attorney executed in favor of the authorized representative in case of sole-proprietorship to do acts to represent the Bidder.

### **Financial Documents**

f) 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

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

#### II. FINANCIAL COMPONENT ENVELOPE

- h) Original of duly signed and accomplished Financial Bid Form; and
- i) Original of duly signed and accomplished Price Schedule(s).

### Section III. Additional Documentary Requirements



### ADDITIONAL DOCUMENTARY REQUIREMENTS

The following documents shall be submitted upon request by the BAC on a specified date/within the prescribed period of submission.

- i. Best and Final Offer;
- ii. Post Qualification requirements
  - a. Latest Income Tax Returns (ITR) covering the immediately preceding year filed and paid through the Electronic Filing and Payment System (eFPS) of the BIR; and
  - b. Latest Business Tax Returns (BTR)<sup>1</sup> for the last six (6) months preceding the date of bid submission filed and paid through the Electronic Filing and Payment System (eFPS) of the BIR.

To guarantee the faithful performance by the contractor of its obligations under the Contract, it shall submit a performance security, within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract, to wit:

	Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
a.	Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	
b.	Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	Five percent (5%)
c.	Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or	Thirty Percent (30%)

Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to initiate the procedure to the next LCRB identified and selected for recommendation of contract award.

<sup>&</sup>lt;sup>1</sup> Latest Business Tax Returns refers to Value Added Tax (VAT) or Percentage tax returns pursuant to BIR Revenue Regulation 3-2005

### 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 112.1 and 112.2 of the IRR of RA No. 12009 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 Section 71.1.5 of the IRR of RA No. 12009.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the SCC.

### 3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 68 of the IRR of RA No. 12009.

### 4. Inspection and Tests

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

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

#### 5. Warranty

- 5.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 90.1 of the IRR of RA No. 12009.
- 5.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

### 6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines. If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

### Section V. Special Conditions of Contract



### **Special Conditions of Contract**

GCC Clause	
1	Delivery and Documents –
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:
	The delivery terms applicable to this Contract are specified in <b>Section VI</b> ( <b>Schedule of Requirements</b> ).
	Delivery of the Goods/Services shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements.
	Incidental Services –
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements.
	The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
	Packaging –
	The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
	The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.
	Insurance – The Goods supplied under this Contract shall be fully insured by the

	Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.
	Transportation –
	Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.  Intellectual Property Rights —
	The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	The terms of payment shall be after each activity, or as agreed by both parties, upon submission of complete and correct supporting documents.
4	No further instructions.

### Section VI. Schedule of Requirements



# Schedule of Requirements Motor Vehicle Rental Services for DSWD FO X FY 2025 (Consumable)

VEHICLE TYPE	OTY	DESTINATION
Air-Conditioned	<b>V</b> 11	Within City Proper and Inner Areas of Cagayan de Oro City from DSWD
Sedan		Field Office 10 to any point of Cagayan de Oro City including inner
Scuali		barangays and far flung areas depends on the end-user request (Vice-
		Versa)
		a. one full day
		b. drop off and pick up
		From DSWD FO10 to any points of Bukidnon Areas including inner
		barangays and far flung areas depends on the end-user request (Vice-
		Versa)
		a. one full day
		b. drop off and pick up
		From DSWD FO10 to any points of Lanao del Norte Areas including
		inner barangays and far flung areas depends on the end-user request
		(Vice-Versa)
		a. one full day
		b. drop off and pick up
		From DSWD FO10 to any points of Lanao del Sur Areas including inner
	Cananahla	barangays and far flung areas depends on the end-user request (Vice-
	Consumable	Versa)
		a. one full day
		b. drop off and pick up
		From DSWD FO10 to any points of Misamis Oriental Areas including
		inner barangays and far flung areas depends on the end-user request
		(Vice-Versa)
		a. one full day
		b. drop off and pick up
		From DSWD FO10 to any points of Misamis Occidental Areas including
		inner barangays and far flung areas depends on the end-user request
		(Vice-Versa) including all barge fees
		a. one full day
		b. drop off and pick up
		From DSWD FO10 to any points of Camiguin Areas including inner
		barangays and far flung areas depends on the end-user request (Vice-
		Versa) including all barge fees
	/.	a. one full day
A1 G 114 1		b. drop off and pick up
		• • • • • • • • • • • • • • • • • • • •
SUV (4x4 or 4x2)		
		From DSWD FO10 to any points of Rukidnon Areas including inner
	Consumable	
		· · · · · · · · · · · · · · · · · · ·
		a. one full day
Air-Conditioned SUV (4x4 or 4x2)	Consumable	Within City Proper and Inner Areas of Cagayan de Oro City from DSWD Field Office 10 to any point of Cagayan de Oro City including inner barangays and far flung areas depends on the end-user request (Vice-Versa)  a. one full day b. drop off and pick up  From DSWD FO10 to any points of Bukidnon Areas including inner barangays and far flung areas depends on the end-user request (Vice-Versa) a. one full day b. drop off and pick up  From DSWD FO10 to any points of Lanao del Norte Areas including inner barangays and far flung areas depends on the end-user request (Vice-Versa) a. one full day

<u></u>	
	From DSWD FO10 to any points of Lanao del Sur Areas including inner
	barangays and far flung areas depends on the end-user request (Vice-
	Versa)
	a. one full day
	b. drop off and pick up
	From DSWD FO10 to any points of Marawi Areas including inner
	barangays and far flung areas depends on the end-user request (Vice-
	Versa)
	a. one full day
	b. drop off and pick up
	From DSWD FO10 to any points of Misamis Oriental Areas including
	inner barangays and far flung areas depends on the end-user request
	(Vice-Versa)
	a. one full day
	· · · · · · · · · · · · · · · · · · ·
	b. drop off and pick up
	From DSWD FO10 to any points of Misamis Occidental Areas including
	inner barangays and far flung areas depends on the end-user request
	(Vice-Versa) including all barge fees
	a. one full day
	b. drop off and pick up
	From DSWD FO10 to any points of Camiguin Areas including inner
	barangays and far flung areas depends on the end-user request (Vice-
	Versa) including all barge fees
	a. one full day
	b. drop off and pick up
Air-Conditioned	Within City Proper and Inner Areas of Cagayan de Oro City from DSWD
Pick-up (4x4 or	Field Office 10 to any point of Cagayan de Oro City including inner
4x2)	barangays and far flung areas depends on the end-user request (Vice-
4x2)	Versa)
	a. one full day
	b. drop off and pick up
	From DSWD FO10 to any points of Bukidnon Areas including inner
	barangays and far flung areas depends on the end-user request (Vice-
	Versa)
	a. one full day
	b. drop off and pick up
	From DSWD FO10 to any points of Lanao del Norte Areas including
	inner barangays and far flung areas depends on the end-user request
	(Vice-Versa)
	a. one full day
	b. drop off and pick up
Consu	* *
	barangays and far flung areas depends on the end-user request (Vice-
	Versa)
	a. one full day
	b. drop off and pick up
	From DSWD FO10 to any points of Marawi Areas including inner
	barangays and far flung areas depends on the end-user request (Vice-
	Versa)
	Versa)
	Versa) a. one full day
	Versa) a. one full day b. drop off and pick up
	Versa) a. one full day b. drop off and pick up From DSWD FO10 to any points of Misamis Oriental Areas including inner barangays and far flung areas depends on the end-user request
	Versa) a. one full day b. drop off and pick up From DSWD FO10 to any points of Misamis Oriental Areas including inner barangays and far flung areas depends on the end-user request (Vice-Versa)
	Versa) a. one full day b. drop off and pick up  From DSWD FO10 to any points of Misamis Oriental Areas including inner barangays and far flung areas depends on the end-user request (Vice-Versa) a. one full day
	Versa) a. one full day b. drop off and pick up  From DSWD FO10 to any points of Misamis Oriental Areas including inner barangays and far flung areas depends on the end-user request (Vice-Versa) a. one full day b. drop off and pick up
	Versa) a. one full day b. drop off and pick up  From DSWD FO10 to any points of Misamis Oriental Areas including inner barangays and far flung areas depends on the end-user request (Vice-Versa) a. one full day b. drop off and pick up  From DSWD FO10 to any points of Misamis Occidental Areas including
	Versa) a. one full day b. drop off and pick up  From DSWD FO10 to any points of Misamis Oriental Areas including inner barangays and far flung areas depends on the end-user request (Vice-Versa) a. one full day b. drop off and pick up  From DSWD FO10 to any points of Misamis Occidental Areas including inner barangays and far flung areas depends on the end-user request
	Versa) a. one full day b. drop off and pick up  From DSWD FO10 to any points of Misamis Oriental Areas including inner barangays and far flung areas depends on the end-user request (Vice-Versa) a. one full day b. drop off and pick up  From DSWD FO10 to any points of Misamis Occidental Areas including

		b. drop off and pick up
		From DSWD FO10 to any points of Camiguin Areas including inner
		barangays and far flung areas depends on the end-user request (Vice-
		Versa) including all barge fees
		a. one full day
		b. drop off and pick up
Air-Conditioned		Within City Proper and Inner Areas of Cagayan de Oro City from DSWD
Van High roof or		Field Office 10 to any point of Cagayan de Oro City including inner
Standard		barangays and far flung areas depends on the end-user request (Vice-
		Versa)
		a. one full day
		b. drop off and pick up
		From DSWD FO10 to any points of Bukidnon Areas including inner
		barangays and far flung areas depends on the end-user request (Vice-
		Versa)
		a. one full day
		b. drop off and pick up
		From DSWD FO10 to any points of Lanao del Norte Areas including
		inner barangays and far flung areas depends on the end-user request
		(Vice-Versa)
		a. one full day
		b. drop off and pick up
		From DSWD FO10 to any points of Lanao del Sur Areas including inner
		barangays and far flung areas depends on the end-user request (Vice-
		Versa)
	C 11	a. one full day
	Consumable	b. drop off and pick up
		From DSWD FO10 to any points of Marawi Areas including inner
		barangays and far flung areas depends on the end-user request (Vice-
		Versa)
		a. one full day
		b. drop off and pick up
		From DSWD FO10 to any points of Misamis Oriental Areas including
		inner barangays and far flung areas depends on the end-user request (Vice-Versa)
1		a. one full day
		b. drop off and pick up
		From DSWD FO10 to any points of Misamis Occidental Areas including
		inner barangays and far flung areas depends on the end-user request
		(Vice-Versa) including all barge fees
		a. one full day
		b. drop off and pick up
		From DSWD FO10 to any points of Camiguin Areas including inner
		barangays and far flung areas depends on the end-user request (Vice-
		Versa) including all barge fees
		a. one full day
		b. drop off and pick up
Supplier shall CTD	ICTI V comp	
Supplier shall STRI	icili comp	ly with the travel schedule set by the DSWD FO X for the

Supplier shall STRICTLY comply with the travel schedule set by the DSWD FO X for the entire duration of the travel/usage of the motor vehicles. In no case shall the supplier modify the travel/usage schedule during or prior to the schedule travel or usage.

Name:	
Legal Capacity:	
Signature:	
Duly authorized to sign the Bid for and behalf of: _	
Date:	

\*\*\*THIS DOCUMENT MUST BE ATTACHED TO THE TECHNICAL SPECIFICATIONS\*\*\*

### Section VII. Technical Specifications



### **Technical Specifications**

### **Motor Vehicle Rental Services for DSWD FO X FY 2025 (Consumable)**

Bidders must state either "Comply" or "Not Comply" in the Statement of Compliance column to each indicated parameter or specification. Ensure that the offered item/s must all be compliant to the indicated parameter/s or specification/s to avoid failure of your bids.

VEHICLE TYPE	QTY	DESTINATION	STATEMENT OF COMPLIANCE
Air-Conditioned Sedan	Consumable	Within City Proper and Inner Areas of Cagayan de Oro City from DSWD Field Office 10 to any point of Cagayan de Oro City including inner barangays and far flung areas depends on the end-user request (Vice- Versa) a. one full day b. drop off and pick up  From DSWD FO10 to any points of Bukidnon Areas including inner barangays and far flung areas depends on the end-user request (Vice-Versa) a. one full day b. drop off and pick up  From DSWD FO10 to any points of Lanao del Norte Areas including inner barangays and far flung areas depends on the end-user request (Vice-Versa) a. one full day b. drop off and pick up  From DSWD FO10 to any points of Lanao del Sur Areas including inner barangays and far flung areas depends on the end-user request (Vice-Versa) a. one full day b. drop off and pick up  From DSWD FO10 to any points of Misamis Oriental Areas including inner barangays and far flung areas depends on the end-user request (Vice-Versa) a. one full day b. drop off and pick up  From DSWD FO10 to any points of Misamis Occidental Areas including inner barangays and far flung areas depends on the end-user request (Vice-Versa) a. one full day b. drop off and pick up  From DSWD FO10 to any points of Misamis Occidental Areas including inner barangays and far flung areas depends on the end-user request (Vice-Versa) including all barge fees a. one full day b. drop off and pick up  From DSWD FO10 to any points of Camiguin Areas including inner barangays and far flung areas depends on the end-user request (Vice-Versa) including all barge fees a. one full day	COMPLIANCE
Air- Conditioned SUV (4x4 or 4x2)	Consumable	b. drop off and pick up  Within City Proper and Inner Areas of Cagayan de Oro City from DSWD Field Office 10 to any point of Cagayan de Oro City including inner barangays and far flung areas depends on the end-user request (Vice- Versa) a. one full day	

	1		
		b. drop off and pick up	
		From DSWD FO10 to any points of Bukidnon Areas	
		including inner barangays and far flung areas depends	
		on the end-user request (Vice-Versa)	
		a. one full day	
		b. drop off and pick up	
		From DSWD FO10 to any points of Lanao del Norte	
		Areas including inner barangays and far flung areas	
		depends on the end-user request (Vice-Versa)	
		a. one full day	
		b. drop off and pick up	
		From DSWD FO10 to any points of Lanao del Sur Areas	
		including inner barangays and far flung areas depends	
		on the end-user request (Vice-Versa)	/
		a. one full day	
		b. drop off and pick up	
		From DSWD FO10 to any points of Marawi Areas	
		including inner barangays and far flung areas depends	
		on the end-user request (Vice-Versa) a. one full day	
		b. drop off and pick up	
		From DSWD FO10 to any points of Misamis Oriental	7
		Areas including inner barangays and far flung areas	
		depends on the end-user request (Vice-Versa)	
		a. one full day	
		b. drop off and pick up	
		From DSWD FO10 to any points of Misamis Occidental	
		Areas including inner barangays and far flung areas	
		depends on the end-user request (Vice-Versa) including	
		all barge fees	
		a. one full day	
		b. drop off and pick up	
		From DSWD FO10 to any points of Camiguin Areas	
		including inner barangays and far flung areas depends	
		on the end-user request (Vice-Versa) including all barge fees	
		a. one full day	
		b. drop off and pick up	
Air-		Within City Proper and Inner Areas of Cagayan de Oro	
Conditioned		City from DSWD Field Office 10 to any point of	
Pick-up (4x4 or		Cagayan de Oro City including inner barangays and far	
4x2)		flung areas depends on the end-user request (Vice-	
-22=)		Versa)	
		a. one full day	
		b. drop off and pick up	
		From DSWD FO10 to any points of Bukidnon Areas	
	Consumable	including inner barangays and far flung areas depends on the end-user request (Vice-Versa)	
	Consumatic	a. one full day	
		b. drop off and pick up	
		From DSWD FO10 to any points of Lanao del Norte	
		Areas including inner barangays and far flung areas	
		depends on the end-user request (Vice-Versa)	
		a. one full day	
		b. drop off and pick up	
		From DSWD FO10 to any points of Lanao del Sur Areas	
		including inner barangays and far flung areas depends	
		on the end-user request (Vice-Versa)	
		a. one full day	

		b. drop off and pick up	
		• • •	
		From DSWD FO10 to any points of Marawi Areas	
		including inner barangays and far flung areas depends	
		on the end-user request (Vice-Versa) a. one full day	
		b. drop off and pick up	
		From DSWD FO10 to any points of Misamis Oriental	
		Areas including inner barangays and far flung areas	
		depends on the end-user request (Vice-Versa)	
		a. one full day	
		b. drop off and pick up	
		From DSWD FO10 to any points of Misamis Occidental	
		Areas including inner barangays and far flung areas	
		depends on the end-user request (Vice-Versa)	<i></i>
		a. one full day	
		b. drop off and pick up	
		From DSWD FO10 to any points of Camiguin Areas including inner barangays and far flung areas depends	
		on the end-user request (Vice-Versa) including all barge	
		fees	
		a. one full day	
		b. drop off and pick up	₩
Air-		Within City Proper and Inner Areas of Cagayan de Oro	
Conditioned		City from DSWD Field Office 10 to any point of	
Van High roof		Cagayan de Oro City including inner barangays and far	
or Standard		flung areas depends on the end-user request (Vice-	
		Versa)	
		a. one full day	
		b. drop off and pick up From DSWD FO10 to any points of Bukidnon Areas	
		including inner barangays and far flung areas depends	
		on the end-user request (Vice-Versa)	
		a. one full day	
		b. drop off and pick up	
		From DSWD FO10 to any points of Lanao del Norte	
		Areas including inner barangays and far flung areas	
		depends on the end-user request (Vice-Versa)	
		a. one full day	
		b. drop off and pick up	
	Consumable	From DSWD FO10 to any points of Lanao del Sur Areas including inner barangays and far flung areas depends	
	Consumable	on the end-user request (Vice-Versa)	
		a. one full day	
		b. drop off and pick up	
		From DSWD FO10 to any points of Marawi Areas	
		including inner barangays and far flung areas depends	
		on the end-user request (Vice-Versa)	
		a. one full day	
		b. drop off and pick up	
		From DSWD FO10 to any points of Misamis Oriental	
		Areas including inner barangays and far flung areas depends on the end-user request (Vice-Versa)	
		a. one full day	
		b. drop off and pick up	
		From DSWD FO10 to any points of Misamis Occidental	
		Areas including inner barangays and far flung areas	
		depends on the end-user request (Vice-Versa) including	
		all barge fees	
		a. one full day	

b. drop off and pick up
From DSWD FO10 to any points of Camiguin Areas
including inner barangays and far flung areas depends
on the end-user request (Vice-Versa) including all barge
fees
a. one full day
b. drop off and pick up

- **♣ Air-Conditioned Sedan** Automatic or Manual Transmission with seating capacity of 5 including the driver.
- ♣ Air-Conditioned SUV (4x4 or 4x2) Automatic or Manual Transmission with seating capacity of 8 including the driver.
- **4** Air-Conditioned Pick-up (for GIDA areas) (4x4 or 4x2) Automatic or Manual Transmission with seating capacity of 5 including the driver.
- **4** Air Conditioned Van High roof or Standard Automatic or Manual Transmission with seating capacity of 13 including the driver

#### **GENERAL REQUIREMENTS:**

- ♣ The total ABC is consumable depending on the request of DSWD FO X;
- ♣ Specified type/s of vehicles and number/s of vehicles needed may be requested by the end-users at any time of the day. As needs arises (ANA);
- ♣ Vehicle Rental Servicing Supplier must at least have the minimum number of vehicle fleets as follows to cater the day-to-day vehicle services needs by the DSWD FO X:

Sedan - 6

SUV - 10

Van-15

Pick-up - 8

- ♣ The supplier shall submit the following during the bid opening:
  - 1. Summary list of vehicle fleet with details per vehicle (Plate Number, Model, etc). Vehicle Year make or model must be manufactured in 2020 and above;
  - 2. List of authorized drivers with proof of valid professional drivers' license (At 'least 39 different drivers);
- Rate offers must be expressed in terms of daily rate basis and drop off / pick up rate basis per type of vehicle per area of destination, inclusive of VAT, driver's food, fuel cost, repair cost, parking fees, barge fees and all applicable taxes and charges;
- → The DSWD FO X shall not be liable for the meals and accommodation for the suppliers authorized drivers in any of each of the trips;
- → All vehicle units, as per requests, are required to have their own driver. Self-driving is not allowed. As such, DSWD FO X Employees are not allowed to drive service vehicle from the service provider;
- ↓ Vehicle Rental Servicing Supplier must provide "best effort basis" in the replacement of units on the day the vehicles had accident bar down and needs to be repaired with the same class and same carrying capacity in the most earliest the same day and convenient time.
- → All vehicles to be provided by the supplier must be covered with comprehensive insurance coverage (CIC), third party liability (TPL), bodily injury (BI) and Auto Passenger Insurance Coverage (APIC);
- ♣ All vehicles to be provided by the supplier must be with updated LTO registration;
- For each travel, all drivers must be with valid professional driver's license and must present a copy of a drug test result undertaken within the last six months;
- ♣ All drivers must OBSERVE PROPER HYGIENE and must be physically fit;

- ♣ All drivers are prohibited to smoke and drink alcoholic beverages before, during, and after trips to ensure that the interiors of the vehicle are smoke and alcohol smell free;
- → DSWD Field Office 10 shall not be held liable by any means during any accidents, damages that may be incurred during the use of any said vehicles rendered and served by the Vehicle Rental Servicing Supplier;
- → Physical Garage, Terminal or Office of the Vehicle Rental Servicing Supplier must be located within Cagayan de Oro City for easy access, or within reach for follow-ups and ontime delivery of its vehicle rental services.
- ♣ The DSWD FO X compound shall not be used as an overnight parking space by the supplier
- ♣ An official vehicle rental dispatch form shall be issued to the driver in two copies for each authorized vehicle request prior to travel, and must return a copy of the signed dispatch form to the AD-GSS after completion of travel together with the trip ticket copy;
- ♣ Complaints in writing/incident reports, either for reckless driving, unprofessional conduct, dirty motor vehicles and/or non-roadworthiness of motor vehicles, when proven after investigation, shall have the corresponding penalties:
  - 1. Any of the above-enumerated instances shall constitute as one (1) offense. Should the service provider incur three (3) offenses, this Office shall write the service provider and demand for an explanation as to why such circumstance occurred. Further, the service provider shall ensure that it does not reoccur;
  - 2. Should the service provider incur a total of four (4) of the above-enumerate offenses, this Office shall have the right to terminate the contract without prior need of notice. Once the contract is terminated, the service provider shall be rated, for purposes of performance evaluation, unsatisfactory.
  - 3. All units provided SHALL be roadworthy in accordance to the definition provided for by relevant policies and guidelines issued by the Land Transportation Office (LTO).
  - 4. STRICT ADHERENCE to the rules and regulations in regard to observance of traffic rules including, but not necessarily limited to, Republic Act Nos. 4136 as 8750, and 10913 including all other relevant laws and policies issued by the LTO.
- ♣ Bid Evaluation shall be based on the Lowest Calculated Bid Offer for each type of vehicle per area of destination;
- ♣ Units to be provided must be at all times with functional air-conditioned unit;
- ♣ Supplier shall STRICTLY comply with the travel schedule set by the DSWD FO X for the entire duration of the travel/usage of the motor vehicles. In no case shall the supplier modify the travel/usage schedule during or prior to the schedule travel or usage.

I hereby certify to comply and deliver all of the above requirements within the delivery schedule.

Name:
Legal Capacity:
Signature:
Duly authorized to sign the Bid for and behalf of:
Date:
= ········

### Section VIII. Bidding Forms



### **Bid Form**

[shall be submitted with the Bid]

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Date:	
NNP No.:	2025-06-25-TFB

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.

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

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

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

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

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

Name:	
Legal capacity:	
Signature:	
Duly authorized to sign the Bid for and behalf of: _	
Date:	

### **Price Schedule 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 \_\_\_\_\_ NNP No. <u>2025-06-25-TFB Page \_\_\_of\_\_\_</u>

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)
1	Air-Conditioned Sedan Within City Proper and Inner Areas of Cagayan de Oro City from DSWD Field Office 10 to any point of Cagayan de Oro City including inner barangays and far flung areas depends on the end-user request (Vice- Versa) a. one full day b. drop off and pick up		Consumable					
2	Air-Conditioned Sedan From DSWD FO10 to any points of Bukidnon Areas including inner barangays and far flung areas depends on the end-user request (Vice-Versa) a. one full day b. drop off and pick up		Consumable					
3	Air-Conditioned Sedan From DSWD FO10 to any points of Lanao del Norte Areas including inner barangays and far flung areas depends on the end-user request (Vice-Versa) a. one full day b. drop off and pick up		Consumable					
4	Air-Conditioned Sedan From DSWD FO10 to any points of Lanao del Sur Areas including inner barangays and far flung areas depends on the end-user request (Vice-Versa) a. one full day b. drop off and pick up		Consumable					
5	Air-Conditioned Sedan From DSWD FO10 to any points of Misamis Oriental Areas including inner barangays and far flung areas depends on the end-user request (Vice-Versa) a. one full day b. drop off and pick up		Consumable					
6	Air-Conditioned Sedan From DSWD FO10 to any points of Misamis Occidental Areas including inner barangays and far flung areas depends on the end-user request (Vice-Versa) including all barge fees a. one full day b. drop off and pick up		Consumable					
7	Air-Conditioned Sedan From DSWD FO10 to any points of Camiguin Areas including inner barangays and far flung areas depends on the end-user request (Vice-Versa) including all barge fees		Consumable					

	a. one full day	<u> </u>			
	b. drop off and pick up				
8	Air-Conditioned SUV (4x4 or 4x2) Within City Proper and Inner Areas of Cagayan de Oro City from DSWD Field Office 10 to any point of Cagayan de Oro City including inner barangays and far flung areas depends on the end-user request (Vice- Versa)	Consum	able		
9	a. one full day b. drop off and pick up  Air-Conditioned SUV (4x4 or 4x2)  From DSWD FO10 to any points of Bukidnon Areas including inner barangays and far flung areas depends on the end-user request	Consum	able		
	(Vice-Versa) a. one full day b. drop off and pick up  Air-Conditioned SUV (4x4 or 4x2) From DSWD FO10 to any points of Lanao del				
10	Norte Areas including inner barangays and far flung areas depends on the end-user request (Vice-Versa) a. one full day b. drop off and pick up	Consuma	able		
11	Air-Conditioned SUV (4x4 or 4x2) From DSWD FO10 to any points of Lanao del Sur Areas including inner barangays and far flung areas depends on the end-user request (Vice-Versa) a. one full day b. drop off and pick up	Consuma	able		
12	Air-Conditioned SUV (4x4 or 4x2) From DSWD FO10 to any points of Marawi Areas including inner barangays and far flung areas depends on the end-user request (Vice-Versa) a. one full day b. drop off and pick up	Consum	able		
13	Air-Conditioned SUV (4x4 or 4x2) From DSWD FO10 to any points of Misamis Oriental Areas including inner barangays and far flung areas depends on the end-user request (Vice-Versa) a. one full day b. drop off and pick up	Consum	able		
14	Air-Conditioned SUV (4x4 or 4x2) From DSWD FO10 to any points of Misamis Occidental Areas including inner barangays and far flung areas depends on the end-user request (Vice-Versa) including all barge fees a. one full day b. drop off and pick up	Consum	able		
15	Air-Conditioned SUV (4x4 or 4x2) From DSWD FO10 to any points of Camiguin Areas including inner barangays and far flung areas depends on the end-user request (Vice-Versa) including all barge fees a. one full day b. drop off and pick up	Consuma	able		
16	Air-Conditioned Pick-up (4x4 or 4x2) Within City Proper and Inner Areas of Cagayan de Oro City from DSWD Field Office 10 to any point of Cagayan de Oro City including inner barangays and far flung areas depends on the end-user request (Vice- Versa) a. one full day b. drop off and pick up	Consuma	able		
17	Air-Conditioned Pick-up (4x4 or 4x2) From DSWD FO10 to any points of Bukidnon Areas including inner barangays and far flung areas depends on the end-user request (Vice-Versa) a. one full day	Consuma	able		

	b. drop off and pick up							
	Air-Conditioned Pick-up (4x4 or 4x2)							
	From DSWD FO10 to any points of Lanao del							
18	Norte Areas including inner barangays and		Consumable					
10	far flung areas depends on the end-user request (Vice-Versa)		Consumable					
	a. one full day							
	b. drop off and pick up							
	Air-Conditioned Pick-up (4x4 or 4x2)							
	From DSWD FO10 to any points of Lanao del							
	Sur Areas including inner barangays and far							
19	flung areas depends on the end-user request		Consumable					
15	(Vice-Versa)		Consumable					
	a. one full day							
	b. drop off and pick up							
	Air-Conditioned Pick-up (4x4 or 4x2)							
	From DSWD FO10 to any points of Marawi							
	Areas including inner barangays and far flung							
20	areas depends on the end-user request		Consumable				//	
	(Vice-Versa)							
	à. one full day							
	b. drop off and pick up							
	Air-Conditioned Pick-up (4x4 or 4x2)	·	·	-				
	From DSWD FO10 to any points of Misamis					1		
	Oriental Areas including inner barangays and					/		
21	far flung areas depends on the end-user		Consumable					
	request (Vice-Versa)							
	a. one full day							
	b. drop off and pick up							
	Air-Conditioned Pick-up (4x4 or 4x2)							
	From DSWD FO10 to any points of Misamis							
22	Occidental Areas including inner barangays		Canaumabla					
22	and far flung areas depends on the end-user request (Vice-Versa)		Consumable		*			
	a. one full day							
	b. drop off and pick up							
	Air-Conditioned Pick-up (4x4 or 4x2)							
	From DSWD FO10 to any points of Camiguin							
	Areas including inner barangays and far flung							
23	areas depends on the end-user request		Consumable					
	(Vice-Versa) including all barge fees		001100111010					
	a. one full day							
	b. drop off and pick up							
	Air-Conditioned Van High roof or							
	Standard							
	Within City Proper and Inner Areas of							
	Cagayan de Oro City from DSWD Field Office							
24	10 to any point of Cagayan de Oro City		Consumable					
	including inner barangays and far flung areas							
	depends on the end-user request (Vice-							
	Versa)							
	a. one full day b. drop off and pick up							
	Air-Conditioned Van High roof or							
	Standard							
	From DSWD FO10 to any points of Bukidnon							
	Areas including inner barangays and far flung							
25	areas depends on the end-user request		Consumable					
	(Vice-Versa)							
	a. one full day							
	b. drop off and pick up							
	Air-Conditioned Van High roof or							
	Standard							
	From DSWD FO10 to any points of Lanao del							
26	Norte Areas including inner barangays and		Consumable					
20	far flung areas depends on the end-user		CONSUMBLE					
	request (Vice-Versa)							
	a. one full day							
	b. drop off and pick up							
	Air-Conditioned Van High roof or							
	Standard							
27	From DSWD FO10 to any points of Lanao del		Consumable					
	Sur Areas including inner barangays and far							
	flung areas depends on the end-user request							
1	(Vice-Versa)							

	a. one full day								
	b. drop off and pick up								
28	Air-Conditioned Van High roof or Standard From DSWD FO10 to any points of Marawi Areas including inner barangays and far flung areas depends on the end-user request (Vice-Versa) a. one full day b. drop off and pick up	Consumable							
29	Air-Conditioned Van High roof or Standard From DSWD FO10 to any points of Misamis Oriental Areas including inner barangays and far flung areas depends on the end-user request (Vice-Versa) a. one full day b. drop off and pick up	Consumable							
30	Air-Conditioned Van High roof or Standard From DSWD FO10 to any points of Misamis Occidental Areas including inner barangays and far flung areas depends on the end-user request (Vice-Versa) including all barge fees a. one full day b. drop off and pick up	Consumable							
31	Air-Conditioned Van High roof or Standard From DSWD FO10 to any points of Camiguin Areas including inner barangays and far flung areas depends on the end-user request (Vice-Versa) including all barge fees a. one full day b. drop off and pick up	Consumable				V			
					OTAL CONTRA				
			(inclusive of all applicable taxes)						

Name:		
Legal capacity: _		
Signature:		
Duly authorized t	o sign the Bid for and behalf of:	

### **Price Schedule for Goods Offered from Abroad**

[shall be submitted with the Bid if bidder is offering goods from Abroad]

Na	ame of Bio	der	<del></del>		Project ID No F			Page of	
1	2	3	4	5	6	7	8	9	
tem	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)	
						L CONTRACT			
Le									

### **Bid Securing Declaration Form**

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

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

### BID SECURING DECLARATION NNP No.: 2025-06-25-TFB

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]

### **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, Procurement Agent if engaged, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, Procurement Agent if engaged, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the Procuring Entity, Procurement Agent if engaged, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - 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	<b>WITNESS</b>	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]

### **Certification from Insurance Commission**

**NOTE:** Use this template for the required "Certification from the Insurance Commission", which shall accompany surety bonds issued for purposes of Bid Security and Performance Security.

### [Insurance Commission Letterhead]

### **CERTIFICATION**

This is to certify that [insert Name of Insurance Company] is an authorized insurance company and licensed to transact general insurance business in the Philippines for such lines as Fire, Marine, Casualty and Surety under [insert Certificate of Authority Number] effective [insert date of period of effectivity], unless sooner revoked or suspended for cause.

It is certified, moreover, that *[insert Name of Insurance Company]* is likewise authorized under Administrative Order No. 30 to underwrite and issue Performance Bonds, Bidder's Bonds, and Surety Bonds, callable on demand in favor of the various agencies and instrumentalities of the government pursuant to the Revised Implementing Rules of RA.9184.

It is further certified that [insert Name of Insurance Company] issued a surety bond under [insert Bond No.] to [insert Name of Service Provider or Supplier] in favor of **Department of Social Welfare and Development Field Office X** in the amount of [insert amount] for the [insert Name of the Project).

This certification is issued upon the request of [insert Name of the Authorized Representative] of [insert Name of Insurance Company], pursuant to Section 39.2(c) of the Revised Implementing Rules and Regulations of RA 9184.

Issued on the [insert date] in [insert Place].

For the Insurance Commissioner [insert name of Authorized Representative] [insert Position and Office] Paid under [insert Official Receipt No.]

# Statement of All On-Going Government and Private Contracts, Including Contracts Awarded but Not Yet Started, Whether Similar or Not Similar in Nature and Complexity to the Contract to be Bid

Business Business	Name: Address:							
A. Go	overnment							
Nature of Contract (Project Title)	a. Owner's Name	Name Project		Role	a. Date Awarded	% of Accomplishment		Value of Outstanding Works
	b. Address c. Contact Nos.	Cost	Description	%	b. Date Started c. Target Date of Completion	Planned	Actual	(Undelivered Portion)
1	a. b.				a. b.			
2	c. a. b.				c. a. b.			
	C.		•		C.			
B. Pr	ivate					T		
Nature of Contract	a. Owner's Name	Project	Bidder's F	Role	a. Date Awarded	% of Accomplishment		Value of Outstanding Works
(Project Title)	b. Address c. Contact Nos.	Cost	Description	%	b. Date Started c. Target Date of Completion	Planned	Actual	(Undelivered Portion)
1	a. b.				a. b.			
2	C.				C.			
2	a.				a. b.			
	C.				C.			
be availa	able upon re	equest of	f the Bids a	and Av	nase Order or No ward Committee Qualification to su	(BAC) o	r desigi	nated
Name: _								
Signature	:							
Duly auth	orized to sig	n the Bid	for and beha	alf of: _				
Date:								

### Statement of Single Largest Completed Contract (SLCC) <sup>2</sup> Similar to the Contract to be Bid

Nature of Contract (Project	a. Owner's Name b. Address	Project Cost	Bidder's Ro	a. Date Awarded b. Date Started		
Title)	c. Contact Nos.		Description	%	c. Date Completed	
	a.				a.	
	b.				b.	
	C.				C.	
Invoice <sup>3</sup> or Receipts <sup>3</sup>	ollowing documents n	cate of A				
Invoice <sup>3</sup> or Receipts <sup>3</sup> Name:	(b) Üser's Certifi	cate of A	Acceptance/Con			
Invoice <sup>3</sup> or Receipts <sup>3</sup> Name: Legal capa	(b) Üser's Certifi	cate of A	Acceptance/Con			
Invoice <sup>3</sup> or Receipts <sup>3</sup> Name:  Legal capa  Signature:	city:	cate of A	Acceptance/Con	mpletic		

<sup>&</sup>lt;sup>2</sup> The Bidder must have completed, within the period specified in Letter (c) of Section II. Checklist of Technical and Financial Documents of the Notice of Negotiated Procurement.

<sup>&</sup>lt;sup>3</sup> Pursuant to GPPB Circular No. 04-2020 under Clause 6.1 (k)(ii) and 6.4.

### **COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY**

Business A Business A			
(NFCC), w	r must submit a computation of hich must be at least equal to the ght Hundred Eighty Thousand P	ABC to be bid in the amou	unt of <b>Two</b>
outs	CC = [(Current asset minus current standing or uncompleted portions of uding awarded contracts yet to be standing awarded.	of the projects under ongoing	contracts,
The values	of the domestic bidder's current as	sets and current liabilities sha	ıll be based
on the late	st Audited Financial Statements su	bmitted to the BIR.	
		Amount	
	Current Assets		
	Minus: Current Liabilities		
	Sub-Total		
	Multiplied by 15		
	Sub-Total		_
	Minus: Value of Outstanding		
	Contracts		
	NFCC		
Name:			
Legal capa	acity		
Signature:	Activity.		
-	rized to sign the Bid for and behalf	of:	