



Republic of the Philippines  
Office of the President  
**Philippine Sports Commission**

## **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

# **Bus and Van Rental for the Delegates and PSC Technical Working Group of Batang Pinoy and Philippine National Games 2023**

Sixth Edition  
July 2020

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# *Glossary of Acronyms, Terms, and Abbreviations*

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

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

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

**EXW** – Ex works.

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

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

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

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

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

## *Section I. Invitation to Bid*



Republic of the Philippines  
Office of the President  
**Philippine Sports Commission**



**Invitation to Bid for  
Bus and Van Rental for the Delegates and PSC Technical Working Group of  
Batang Pinoy and Philippine National Games 2023**

1. The **Philippine Sports Commission**, through the **PSC Funds FY 2023**, intends to apply the sum of **Two Million Seven Hundred Twenty Eight Thousand and Eight Hundred Pesos (PhP2,728,800.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for **Bus and Van Rental for the Delegates and PSC Technical Working Group of Batang Pinoy and Philippine National Games 2023**, Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Philippine Sports Commission** now invites bids for the above Procurement Project. **Bus and Van Rental for the Delegates and PSC Technical Working Group of Batang Pinoy and Philippine National Games 2023** shall be for a period of **eight (8) days from the receipt of the Notice to Proceed**. Bidders should have completed, within six (6) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective bidders may obtain further information from the **Philippine Sports Commission** and inspect the Bidding Documents at the address given below from **Mondays to Fridays, 8:00 AM to 5:00 PM**.
5. A complete set of Bidding Documents may be acquired by interested bidders on **November 23, 2023**, from the given address and website/s below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **₱5,000.00**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees **in person**.
6. The **Philippine Sports Commission** will hold a Pre-Bid Conference on **November 30, 2023, 10:00 AM** at Ground Floor, Administration Building, Rizal Memorial Sports Complex, P. Ocampo Sr. St., Malate, Manila, which shall be open to prospective bidders. Only one representative per prospective bidder shall be allowed. The representative must: (a) be fully vaccinated against COVID-19; (b) present his/her vaccination card.

7. Bids must be duly received by the BAC Secretariat through **manual submission only** at the office address as indicated below, on or before **December 12, 2023 at 10:00 AM**. Late bids shall not be accepted.
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **December 12, 2023, 10:00 AM** at the given address below. Bids will be opened in the presence of the bidders' representative who choose to attend the activity. The representative must: (a) be fully vaccinated against COVID-19; (b) present his/her vaccination card. Only one representative per bidder shall be allowed.
10. The **Philippine Sports Commission** 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 Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

Eihel M. Goh  
Bids and Awards Committee Secretariat  
Philippine Sports Commission  
2<sup>nd</sup> Floor, Administration Building  
Rizal Memorial Sports Complex  
P. Ocampo St. St.,  
Malate, Manila  
[bac@psc.gov.ph](mailto:bac@psc.gov.ph)  
8523-9831 local 186  
[www.psc.gov.ph](http://www.psc.gov.ph)

12. You may visit the following websites:

For downloading of Bidding Documents: <https://www.psc.gov.ph/index.php/about-us/procurement-bidding>

**November 23, 2023**

  
**DIR. PAULO FRANCISCO C. TATAD**  
Chairman, Bids and Awards Committee



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

## 1. Scope of Bid

The Procuring Entity, **Philippine Sports Commission**, wishes to receive Bids for the **Bus and Van Rental for the Delegates and PSC Technical Working Group of Batang Pinoy and Philippine National Games 2023** with identification number **PSCBAC-17-2023**.

The Procurement Project (referred to herein as "Project") is composed of one lot, the details of which are described in Section VII (Technical Specifications).

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for **FY 2023** in the amount of **Two Million Seven Hundred Twenty Eight Thousand and Eight Hundred Pesos (PhP2,728,800.00)**

2.2. The source of funding is:

- a. Philippine Sports Commission (PSC) Funds.

## 3. Bidding Requirements

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

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

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

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

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

## 5. Eligible Bidders

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

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

## **6. Origin of Goods**

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

## **7. Subcontracts**

- 7.1. The 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 Ground Floor, Administration Building, Rizal Memorial Sports Complex, P. Ocampo Sr. St., Malate, Manila 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 **six (6) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

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

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

## **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

- ii. The cost of all customs duties and sales and other taxes already paid or payable;
  - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
  - iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

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

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

### **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **one hundred twenty (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.

## **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:

Option 1 – One Project having several items that shall be awarded as one contract.

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

## **20. Post-Qualification**

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

## **21. Signing of the Contract**

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

### *Section III. Bid Data Sheet*



## Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. <b>Rental of Bus and Van and/or Transportation Services</b></li> <li>b. Completed within <b>six (6) years</b> prior to the deadline for the submission and receipt of bids.</li> <li>c. A single contract similar to the item/s to be bid and must be at least fifty percent (50%) of the ABC.</li> <li>d. The Bidder's Single Contract must be completed within the last <b>six (6) years prior</b> to the deadline for the submission and receipt of bids for this project. It must be accompanied by a copy of the Certificate of Acceptance by th end-user or Official Receipts (OR) or Sales Invoice (S.I), preferably with Certification and/or similar documents reflecting the customer/end-user feedback.</li> </ul>
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP Manila or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than <b>P54,576.00</b> [<i>two percent (2%) of ABC</i>], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b>P136,440</b> [<i>five percent (5%) of ABC</i>] if bid security is in Surety Bond.</li> </ul>
19.3	No further instructions.
20.2	No further instructions.
21.2	<p>The bidder shall submit one original and one duplicate copy of the first and second components of its Bid, both of which should be placed in one mother envelope.</p> <p>The minimum number of years of experience of the bidder must be at least six (6) years</p> <p><b>Additional Documents to be Submitted During Post-Qualification:</b></p> <ul style="list-style-type: none"> <li>1. Registration certificate from Securities and Exchange Commission (SEC) [Certificate of Incorporation, Articles of Incorporation and ByLaws].</li> </ul>

	<p>Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent Document.</p> <ol style="list-style-type: none"><li data-bbox="405 319 1417 390">2. Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located.</li><li data-bbox="405 426 1417 498">3. Tax clearance per E.O. No. 398,s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).</li><li data-bbox="405 534 1417 707">4. The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.</li></ol>
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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**.

## 3. **Performance Security**

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

## 4. **Inspection and Tests**

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

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

## **5. Warranty**

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

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

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

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

## *Section V. Special Conditions of Contract*

## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p>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:</p> <p>The delivery terms applicable to this Contract are delivered within Metro Manila, and Tagaytay, Philippines. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <b>Mr. Lauro O. Domingo, PhD., the Project Director, Technical Working Group for Philippine National Games and Batang Pinoy 2023.</b></p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> </ol>
	<ol style="list-style-type: none"> <li>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> </ol>

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.

**Spare Parts –**

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
  - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
  - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of *three times the warranty period*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within one month of placing the order.

**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.



	<p>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.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity  Name of the Supplier  Contract Description  Final Destination  Gross weight  Any special lifting instructions  Any special handling instructions  Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></p> <p>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.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>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.</p> <p><b>Intellectual Property Rights –</b></p> <p>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.</p>
2.2	The terms of payment shall be as follows: <b>payment shall be allowed after complete submission of necessary documents as required by the Procuring Entity.</b>
4	The inspections and tests that will be conducted are: None.

## ***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.

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
1	Bus and Van Rental for the Delegates and PSC Technical Working Group of Batang Pinoy and Philippine National Games 2023	Refer to Section VII	Refer to Section VII	<b>For Bus Rental December 17 – 22, 2023</b>  <b>For Van Rental December 15 – 22, 2023</b>

## *Section VII. Technical Specifications*

## Technical Specifications

Item	Specification	Statement of Compliance
		<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>
	<p style="text-align: center;"><b>LOT 1</b></p> <p>Bus Rental for BP &amp; PNG 2023</p> <p>Dates &amp; Routes: 17/12/2023</p> <p>&gt;RMSC to Novali Sta. Rosa Laguna 3 units</p> <p>&gt;RMSC to Tagaytay City 6 units</p> <p>22/12/2023 &gt;Novali Sta. Rosa Laguna to RMSC</p>	

3 units

>Tagaytay City to RMSC

6 units

Bus Specifications:

>49 passenger/seater, in good condition

>With applicable insurance for public utility vehicles

Inclusive:

>Rates inclusive of driver's fee, toll fee, parking fee, fuel, driver's meal, lodging & permit fee if applicable

Driver:

>With professional license and with applicable restriction

>Knowledgeable on the routes in MM

>Without criminal record

#### LOT 2

Van Rental for BP & PNG 2023

Inclusive Dates:

December 15-22, 2023, (8 days)

27 units

Van Specifications:

>Fully Air-Conditioned

>2018 model or newer

>12 passengers/seater

>Rates inclusive of driver's fee, toll fee, parking fee, fuel, fuel, driver's meal, Lodging & Permit fee if applicable.

>Drivers with professional license and with applicable restriction

>Knowledgeable on the routes in MM

>Without criminal record

>10 hrs use per day

ROUTES:

>Within Metro Manila

>MM to Novali Sta. Rosa (if needed)

>MM to Novali Tagaytay (if needed)

**\*Terms of Reference is attached hereto as ANNEX "A"**

*Section VIII. Checklist of Technical and  
Financial Documents*

# Checklist of Technical and Financial Documents

## General Information

1. Name of Bidder \_\_\_\_\_
2. a. Office Address \_\_\_\_\_  
b. Telephone No. \_\_\_\_\_  
c. Fax No. \_\_\_\_\_  
d. Email Address \_\_\_\_\_
3. a. Authorized Managing Officer (AMO) \_\_\_\_\_  
b. Citizenship \_\_\_\_\_  
c. Position / Designation \_\_\_\_\_
4. Type of Organization (please check)  
 Sole Proprietorship       Corporation  
 Partnership               Others, specify

## 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;

#### 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. For government contracts, the bidder must attach copies of the Notice of Award, Contract and Notice to Proceed. For private contracts, the bidder must attach copies of the Contract; **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. For government contracts, the bidder must attach a copy of the Notice of Award, Contract and Notice to Proceed. For private contracts, the bidder must attach a copy of the Contract; **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**  
Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (g) 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**

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

**II. FINANCIAL COMPONENT ENVELOPE**

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

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

- (k) *[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.

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

Additional Requirement to be Included in the Technical Component Envelope *(as applicable)*

- (m) Certificate of Site Inspection for RMSC, Philsports, and other PSC venues issued by the Chief of Sports Facilities Division.



## **TERMS OF REFERENCE**

### **Bus Rental**

#### **I. OBJECTIVE**

Philippine Sports Commission (PSC) is seeking services from competent and eligible Transports Service Provider (TSP) to supply passenger bus for the delegates of Batang Pinoy & Philippine National Games 2023 (BP & PNG 2023).

#### **II. APPROVED BUDGET OF CONTRACT**

The Approved Budget for the Contract (ABC) in this project is **Four Hundred Seventeen Thousands Six Hundred Pesos (PHP 417,600.00)** inclusive of all applicable government taxes and fees.

#### **III. TERMS OF CONDITIONS**

PSC intends to award the contract until 22nd of December 2023, with an option to extend at PSC discretion under the same terms and conditions for a determined period but not later than 31st of December 2023 and the additional cost must not be more than 25% of the original contract amount. This contract will be awarded to the bidder that meets all minimum requirements and clearly demonstrates a high degree of experience, ability and competency in transportation services.

Successful Bidder shall provide vehicles and drivers with requisite experiences, educations and abilities and other resources to provide transportation services to PSC as defined in this Terms of Reference (TOR).

##### **A. Vehicles**

1. Minimum Specifications
  - 1.1. Air-conditioned bus
    - a. Seating Capacity: maximum of 49 pax
2. Vehicle Condition and Other Requirements
  - 2.1. The vehicle must be road-worthy and in excellent mechanical condition.

2. Vehicle Condition and Other Requirements

- 2.1. The vehicle must be road-worthy and in excellent mechanical condition.
- 2.2. All vehicle's exterior lights must be functioning properly as intended and has no physical damage.
- 2.3. All vehicle features and parts especially those related to safety of the passengers must be installed and functioning properly such as but not limited to brakes, seat belts, airbags, and window glass hammer/breaker with seat belt cutter, etc.
- 2.4. All assigned vehicles must have a valid insurance with a comprehensive coverage. The said insurance must cover up to 31 days from the end date of the contract duration. Also, the policy should the insurance and medical coverage of the drivers and all the passengers.
- 2.5. All assigned vehicle must be LTO Registered and must be due for renewal on February 2024 onwards.
- 2.6. The Air conditioning systems must be clean and in good operating condition.
- 2.7. Maintained in accordance with the Manufacturer's Standards and preferably carried out by Manufacturer's Service Center.
- 2.8. Clean and presentable

**B. Drivers**

1. Qualifications

- 1.1. Must be a Professional Driver with license and restrictions, applicable to this contract, issued by LTO. Licenses of all drivers must be valid and must be due for renewal on February 2024 onwards.
- 1.2. Must not be more than 45 years old.
- 1.3. Must be physically and mentally fit to drive.
- 1.4. Must have 5 years minimum driving experience of the same or similar vehicle he/she is assigned to;

### **C. Services**

1. Transportation services shall be in duration of ten (10) hours daily. Succeeding hour/s will be considered as overtime. Overtime will be in hourly basis and the rate will be based on the contract.

In case of overtime due to circumstances beyond the control of PSC, such as traffic conditions, flooding, storm, emergency cases, and other similar situation, the TSP is required to render the services to the designated drop-off point without any additional cost.

2. All vehicles shall be at the designated pickup area one hour before the scheduled trip.
3. Should a vehicle develop a mechanical fault during transit, TSP must provide a replacement within one (1) hour. In case of failure to satisfy this condition, PSC will find an alternative services and all the extra costs incurred will be charged against the service provider.
4. TSP shall provide additional unit, without prior notice, if required by the BP & PNG 2023 Transportation Committee to augment the transport service.

### **D. Replacement/Reassignment**

1. Driver
  - 1.1. If TSP should replace or reassign their driver/s, prior approval from the BP & PNG 2023 Transportation Committee Head is required.
  - 1.2. Due to justifiable reason, TSP should replace or reassign their driver/s upon request of the BP & PNG 2023 Transportation Committee Head.
  - 1.3. Replacement Driver/s must comply with the requirements stated in this Terms of Reference.
2. Vehicle
  - 2.1. If TSP should replacement or reassign their vehicle/s, prior approval from the BP & PNG 2023 Transportation Committee Head is required.
  - 2.2. Due to justifiable reason, TSP should replace or reassign their vehicles upon request of the BP & PNG 2023 Transportation Committee Head.
  - 2.3. Replacement vehicle/s must comply with the requirements stated in this Terms of Reference and must be similar if not higher in model.

- 1.3. Replacement Driver/s must comply with the requirements stated in this Terms of Reference.
2. Vehicle
  - 2.1. If TSP should replacement or reassign their vehicle/s, prior approval from the BP & PNG 2023 Transportation Committee Head is required.
  - 2.2. Due to justifiable reason, TSP should replace or reassign their vehicles upon request of the BP & PNG 2023 Transportation Committee Head.
  - 2.3. Replacement vehicle/s must comply with the requirements stated in this Terms of Reference and must be similar if not higher in model.

#### **E. Inclusions**

1. Driver/Dispatcher.

Salaries of the assigned drivers and dispatcher/s are included in the contract cost. TSP shall be the sole responsible for the payment of said salaries.

TSP shall arrange and cover all costs for the food and accommodation of all assigned drivers and dispatcher/s.
2. Fuel, Toll, and Parking Charges.

Fuel cost, toll fees and parking fees (if applicable) covering the rental period shall be shouldered by TSP.
3. Vehicle and Passenger Insurance.

Insurance of the passengers from accidents caused by human error/failure, mechanical error/failure, or any unfavorable circumstance where the passenger including their properties were involved and any damage caused to the vehicle without the direct involvement of the passenger shall be resolved and fixed by TSP.
4. Special Trip Permits.

All payments for the Special Trip permit if required.

#### **E. Inclusions**

1. Driver/Dispatcher.

Salaries of the assigned drivers and dispatcher/s are included in the contract cost. TSP shall be the sole responsible for the payment of said salaries.

TSP shall arrange and cover all costs for the food and accommodation of all assigned drivers and dispatcher/s.

2. Fuel, Toll, and Parking Charges.

Fuel cost, toll fees and parking fees (if applicable) covering the rental period shall be shouldered by TSP.

3. Vehicle and Passenger Insurance

Insurance of the passengers from accidents caused by human error/failure, mechanical error/failure, or any unfavorable circumstance where the passenger including their properties were involved and any damage caused to the vehicle without the direct involvement of the passenger shall be resolved and fixed by TSP.

4. Special Trip Permits

All payments for the Special Trip permit if required.

#### **IV. SCOPE OF WORKS**

1. Supply of 12 units of Air-conditioned bus with drivers for the execution of the contract.
2. Designation of focal person that will coordinate with BP & PNG 2023 Transportation Committee Head and/or Assistant Head.
3. Provide transportation services as stated in Section VI Service Period.

#### **V. SERVICE PROVIDER RESPONSIBILITIES**

1. The Focal Person must ensure the availability of all vehicles and drivers as stated in Section VI. Service Period.
2. The Focal Person shall ensure that all the drivers are generally in good condition before dispatching.



3. The Focal Person and/or the Dispatcher shall ensure that the fuel of all the vehicle is sufficient for the scheduled trip.
4. The Focal Person shall ensure that all the drivers have sufficient funds for parking fee before dispatching.
5. The Focal Person shall ensure that all the vehicles are clean and presentable before dispatching.
6. The Focal Person shall ensure that all drivers complied with the prescribed attire.
7. Submit the following documents within Two (2) calendar days from the receipt of Notice to Proceed.

For drivers

- 7.1. Personal Data Sheet
- 7.2. Certified Copy of Driver's License

For Vehicles

- 7.3. Certified True Copy of Certificate of Registration
  - 7.4. Certified True Copy of Land Transportation Registration
  - 7.5. Certified True Copy of Insurance
  - 7.6. LTFRB road worthiness and safety certificate for 2023
8. The Focal Person shall ensure that all assigned drivers accomplish their daily Trip Tickets and signed by the representative of Delegation Head/ PSC TWG Committee Head. Only Original and Signed trip tickets will be accepted by the Transportation Committee.
  9. The Focal Person must ensure that all Daily Trip Tickets are checked and complete with information indicated therein. And the same must be submitted not later than 12:00NN of the following day to the BP & PNG 2023 Transportation Committee.
  10. In case of vehicle breakdown, the Focal Person must provide a replacement vehicle/s immediately and update the status with the BP & PNG 2023 Transportation Committee.

11. The Focal Person must ensure that a Certified True Copy of all necessary permits are submitted to the BP & PNG 2023 Transportation Committee.

## **VI. SERVICE PERIOD**

December 17, 2023

Drop off

Three (3) units RMSC to Novali Sta. Rosa Laguna

Three (6) units RMSC to Tagaytay City

December 22, 2023

Drop off

Three (3) units Novali Sta. Rosa Laguna to RMSC

Three (6) units Tagaytay City to RMSC

## **VII. PENALTIES AND DEDUCTIONS**

1. When the supplier fails to satisfactorily deliver the services under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, TSP shall be liable for damages for the delay of an amount equal to ten percent (10%) of the cost of the delayed services scheduled for every day of delay until such services are finally delivered and accepted by BP & PNG Transportation Committee.
2. Billing shall be based on the actual services rendered.
3. Payment of 50% only if the vehicle failed to reach the point of destination due to vehicle breakdown or accident involving the same.
4. All penalty equivalent amount shall be deducted from any money due or which may become due to TSP.

## **VIII. OTHER REQUIREMENTS**

1. Certificate of Business Registration;
2. Current/ Valid Business Permit (Mayor's Permit);
3. Income/Business Tax Return or Current/ Valid Tax Clearance;
4. Omnibus Sworn Statement;
5. LTFRB Franchise for Shuttle Service/Vehicle Rental;

6. Certification from Department of Tourism (DOT) as accredited transport operator or Proof/Certification from Department of Transportation (DOTr)
7. OR/ CR of Vehicles for hire;
8. Insurance Policy;
9. PhilGEPS Membership No.

#### **IX. TERMS AND SCHEDULE OF PAYMENT**

1. Full payment shall be processed upon submission of the required documents by the TSP (i.e., Daily Trip Tickets, signed contract, travel ticket and other documents, as applicable). Payment shall be in send-bill arrangement and shall be processed upon submission of complete documentary requirements such as but not limited to signed contract of service, statement of account, and issuance of Certificate of Satisfactory Service from the Authority.
2. Final payment shall be made only upon issuance of a certification by the BP & PNG 2023 Transportation Committee Head to the effect that the scope of work has been rendered and completed in accordance with the terms of this contract.
3. Payment shall be made within thirty (30) working days after receipt of complete documentary requirements.
4. The request(s) for payment shall be made to PSC in writing, accompanied by an invoice describing, as appropriate, the output/report delivered and/or Services performed, and by submission of other required documents and obligations stipulated in this Contract.

Prepare by:

  
**ENGR. EDUARDO A. CLARIZA**  
Transportation Committee

Reviewed by:

**DR. LAURO O. DOMINGO JR.**  
Project Director, BP & PNG

Approved by:

**DIR. PAULO FRANCISCO TATAD**  
Executive Director

## **TERMS OF REFERENCE**

### **Van Rental**

#### **I. OBJECTIVE**

Philippine Sports Commission (PSC) is seeking services from competent and eligible Transports Service Provider (TSP) to supply passenger vans for the Technical Working Group (TWG) of Batang Pinoy & Philippine National Games 2023 (BP & PNG 2023).

#### **II. APPROVED BUDGET OF CONTRACT**

The Approved Budget for the Contract (ABC) in this project is **Two Million Three Hundred Eleven Thousand Two Hundred Pesos (PHP 2,311,200.00)** inclusive of all applicable government taxes and fees.

#### **III. TERMS OF CONDITIONS**

PSC intends to award the contract until 23rd of December 2023, with an option to extend at PSC discretion under the same terms and conditions for a determined period but not later than 31st of December 2023 and the additional cost must not be more than 25% of the original contract amount. This contract will be awarded to the bidder that meets all minimum requirements and clearly demonstrates a high degree of experience, ability and competency in transportation services.

Successful Bidder shall provide vehicles and drivers with requisite experiences, educations and abilities and other resources to provide transportation services to PSC as defined in this Terms of Reference (TOR).

##### **A. Vehicles**

1. Minimum Specifications
  - 1.1. Passenger Vans
    - a. Vehicle Model: 2018 or newer model
    - b. Seating Capacity: maximum of 12 pax
    - c. Air-conditioned;
    - d. Equipped with anti-lock braking system (ABS);
    - e. With RFID installed (Autosweep, Easytrip, etc)

- 2.2. All vehicle's exterior lights must be functioning properly as intended and has no physical damage.
- 2.3. All vehicle features and parts especially those related to safety of the passengers must be installed and functioning properly such as but not limited to brakes and window glass hammer/breaker with seat belt cutter, etc.
- 2.4. All assigned vehicles must have a valid insurance with a comprehensive coverage. The said insurance must cover up to 31 days from the end date of the contract duration. Also, the policy should the insurance and medical coverage of the drivers and all the passengers.
- 2.5. All assigned vehicle must be LTO Registered.
- 2.6. The Air conditioning systems must be clean and in good operating condition.
- 2.7. Maintained in accordance with the Manufacturer's Standards and preferably carried out by Manufacturer's Service Center.
- 2.8. Clean and presentable

## **B. Drivers**

1. Qualifications
  - 1.1. Must be a Professional Driver with license and restrictions, applicable to this contract, issued by LTO. Licenses of all drivers must be valid and must be due for renewal on February 2024 onwards.
  - 1.2. Must not be more than 45 years old.
  - 1.3. Must be physically and mentally fit to drive.
  - 1.4. Must have 5 years minimum driving experience of the same or similar vehicle he/she is assigned to;
  - 1.5. Knowledgeable on the places and streets of Metro Manila, Novali Sta. Rosa, and Tagaytay City.
  - 1.6. Must have no criminal record/s.
2. All drivers must be presentable and wearing white polo shirts, jeans/pants, and shoes.

- 1.5. Knowledgeable on the places and streets of Metro Manila, Can use Google Map, Waze, or other similar mobile applications.
- 1.6. Must have no criminal record/s.
2. All drivers must be presentable and wearing white polo shirts, jeans/pants, and shoes.

### **C. Services**

1. Transportation services shall be in duration of ten (10) hours daily. Succeeding hour/s will be considered as overtime. Overtime will be in hourly basis and the rate will be based on the contract.

In case of overtime due to circumstances beyond the control of PSC, such as traffic conditions, flooding, storm, emergency cases, and other similar situation, the TSP is required to render the services to the designated drop-off point without any additional cost.

2. All vehicles shall be at the designated pickup area one hour before the scheduled trip.
3. Should a vehicle develop a mechanical fault during transit, TSP must provide a replacement within one (1) hour. In case of failure to satisfy this condition, PSC will find an alternative services and all the extra costs incurred will be charged against the service provider.
4. TSP shall provide additional unit, without prior notice, if required by the BP & PNG 2023 Transportation Committee to augment the transport service.
5. TSP shall be flexible on the route/destination assignment maybe given by the Transportation Committee whenever transport services is needed.

### **D. Replacement/Reassignment**

1. Driver
  - 1.1. If TSP should replace or reassign their driver/s, prior approval from the BP & PNG 2023 Transportation Committee Head is required.
  - 1.2. Due to justifiable reason, TSP should replace or reassign their driver/s upon request of the BP & PNG 2023 Transportation Committee Head.

13. The Focal Person must ensure that all Daily Trip Tickets are checked and complete with information indicated therein. And the same must be submitted not later than 12:00NN of the following day to the BP & PNG 2023 Transportation Committee.
14. In case of vehicle breakdown, the Focal Person must provide a replacement vehicle/s immediately and update the status with the BP & PNG 2023 Transportation Committee.
15. The Focal Person must ensure that a Certified True Copy of all necessary permits are submitted to the BP & PNG 2023 Transportation Committee.

## **VI. SERVICE PERIOD**

Period of services are indicated in the schedule below:

- Twenty Seven (27) Units for December 15-22, 2023

## **VII. PENALTIES AND DEDUCTIONS**

1. When the supplier fails to satisfactorily deliver the services under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, TSP shall be liable for damages for the delay of an amount equal to ten percent (10%) of the cost of the delayed services scheduled for every day of delay until such services are finally delivered and accepted by BP & PNG Transportation Committee.
2. Billing shall be based on the actual services rendered, in case the TSP provided only half day service, the billing shall be prorated based on the daily rate. A penalty of 10% shall be charged to the Service Provider based on the unserved service.
3. Payment of 75% only for the pertinent trip if the vehicle's air-con system is not working/operating normally; and
4. 50% penalty if the vehicle failed to reached the point of destination due to vehicle breakdown or accident involving the same.
5. All penalty equivalent amount shall be deducted from any money due or which may become due to TSP.

#### **E. Inclusions**

1. Driver/Dispatcher.

Salaries of the assigned drivers and dispatcher/s are included in the contract cost. TSP shall be the sole responsible for the payment of said salaries.

TSP shall arrange and cover all costs for the food and accommodation of all assigned drivers and dispatcher/s.

2. Fuel, Toll, and Parking Charges.

Fuel cost, toll fees and parking fees (if applicable) covering the rental period shall be shouldered by TSP.

3. Vehicle and Passenger Insurance

Insurance of the passengers from accidents caused by human error/failure, mechanical error/failure, or any unfavorable circumstance where the passenger including their properties were involved and any damage caused to the vehicle without the direct involvement of the passenger shall be resolved and fixed by TSP.

4. Special Trip Permits

All payments for the Special Trip permit if required.

#### **IV. SCOPE OF WORKS**

1. Supply of 12 units of Air-conditioned bus with drivers for the execution of the contract.
2. Designation of focal person that will coordinate with BP & PNG 2023 Transportation Committee Head and/or Assistant Head.
3. Provide transportation services as stated in Section VI Service Period.

#### **V. SERVICE PROVIDER RESPONSIBILITIES**

1. The Focal Person must ensure the availability of all vehicles and drivers as stated in Section VI. Service Period.
2. The Focal Person shall ensure that all the drivers are generally in good condition before dispatching.



#### **IV. SCOPE OF WORKS**

1. Supply of all the vehicles including drivers for the execution of the contract.
2. Designation of focal person that will coordinate with BP & PNG 2023 Transportation Committee Head and/or Assistant Head.
3. Assign at least one (1) dispatcher to be stationed in Rizal Memorial Sports Complex (RMSC) tasked in dispatching the assigned vehicles and to coordinate/assist the BP & PNG 2023 Transportation Committee in disseminating the schedule/assignment and other information to their drivers.
4. Provide transportation services to the following routes as follow:
  - 4.1. Metro Manila
  - 4.2. Metro Manila to Tagaytay City to Metro Manila, if needed.
  - 4.3. Metro Manila to Novali, Sta. Rosa to Metro Manila, if needed.
5. Provide additional unit if required by the BP & PNG 2023 Transportation Committee to augment the transport service.

#### **V. SERVICE PROVIDER RESPONSIBILITIES**

1. The Focal Person must ensure the availability of all vehicles and drivers as stated in the Schedule of Services.
2. The Focal Person shall ensure that all the drivers are generally in good condition before dispatching.
3. The Focal person shall ensure that all assigned vehicles are not scheduled for maintenance until February 2024.
4. The Focal Person and/or the Dispatcher shall ensure that the fuel of all the vehicle is sufficient for the scheduled trip.
5. The Focal Person and/or the Dispatcher shall ensure that the RFID balance of all the vehicle is sufficient for the scheduled trip.
6. The Focal Person and/or the Dispatcher shall ensure that all the drivers have sufficient funds for parking fee before dispatching.

7. The Dispatcher shall ensure that all the vehicles are clean and presentable before dispatching.
8. The Dispatcher shall ensure that all drivers complied with the prescribed attire.
9. Ensure that all the assigned drivers, dispatcher/s, and focal person has no prior schedule for Medical Visit until February 2024.
10. Submit the following documents within Two (2) calendar days from the receipt of Notice to Proceed.

For drivers

- 10.1. Personal Data Sheet
- 10.2. Certified Copy of Driver's License
- 10.3. NBI/Police Clearance
- 10.4. Barangay Clearance, residence for at least six (6) months
- 10.5. Medical Certificate
- 10.6. Drug Test NEGATIVE Result. Testing was conducted within One (1) week before the actual assignment.

For Vehicles

- 10.7. Certified True Copy of Certificate of Registration
  - 10.8. Certified True Copy of Land Transportation Registration
  - 10.9. Certified True Copy of Comprehensive Insurance
  - 10.10. LTFRB road worthiness and safety certificate for 2023
11. The Dispatcher shall ensure the timely departure as scheduled by the end-user of the vehicle.
  12. The Focal Person/Dispatcher shall ensure that all assigned drivers accomplish their daily Trip Tickets and signed by the last passenger. Only Original and Signed trip tickets will be accepted by the Transportation Committee.

## **VIII. OTHER REQUIREMENTS**

1. Certificate of Business Registration;
2. Current/ Valid Business Permit (Mayor's Permit);
3. Income/Business Tax Return or Current/ Valid Tax Clearance;
4. Omnibus Sworn Statement;
5. LTFRB Franchise for Shuttle Service/Vehicle Rental;
6. Certification from Department of Tourism (DOT) as accredited transport operator or Proof/Certification from Department of Transportation (DOTr)
7. OR/ CR of Vehicles for hire;
8. Insurance Policy;
9. PhilGEPS Membership No.

## **IX. TERMS AND SCHEDULE OF PAYMENT**

1. Full payment shall be processed upon submission of the required documents by the TSP (i.e., Daily Trip Tickets, signed contract, travel ticket and other documents, as applicable). Payment shall be in send-bill arrangement and shall be processed upon submission of complete documentary requirements such as but not limited to signed contract of service, statement of account, and issuance of Certificate of Satisfactory Service from the Authority.
2. Final payment shall be made only upon issuance of a certification by the BP & PNG 2023 Transportation Committee Head to the effect that the scope of work has been rendered and completed in accordance with the terms of this contract.
3. Payment shall be made within thirty (30) working days after receipt of complete documentary requirements.
4. The request(s) for payment shall be made to PSC in writing, accompanied by an invoice describing, as appropriate, the output/report delivered and/or Services performed, and by submission of other required documents and obligations stipulated in this Contract.

## DAILY VAN REQUIREMENTS

COMMITTEES	Units	Period	No. Of Days	Metro Manila	Metro Manila to Tagaytay	Total Cost
				₱ 10,700.00		
Project Director	1	Dec. 15-22, 2023	8	₱ 85,600.00		₱ 85,600.00
Deputy Project Director	1	Dec. 15-22, 2023	8	85,600.00		85,600.00
Technical Management	2	Dec. 15-22, 2023	8	171,200.00		171,200.00
Screening, Registration & Accreditation	1	Dec. 15-22, 2023	8	85,600.00		85,600.00
Media Accreditation	1	Dec. 15-22, 2023	8	85,600.00		85,600.00
Equipment, Supplies & Materials Processing	1	Dec. 15-22, 2023	8	85,600.00		85,600.00
Storage, Logistics & Distribution/Retrieval	1	Dec. 15-22, 2023	8	85,600.00		85,600.00
Medical & Health Protocol	1	Dec. 15-22, 2023	8	85,600.00		85,600.00
Transportation	8	Dec. 15-22, 2023	8	684,800.00		684,800.00
Competition Venues	2	Dec. 15-22, 2023	8	171,200.00		171,200.00
Finance	1	Dec. 15-22, 2023	8	85,600.00		85,600.00
Awards	2	Dec. 15-22, 2023	8	171,200.00		171,200.00
Marketing, Promotions, Ceremonies & Protocol	2	Dec. 15-22, 2023	8	171,200.00		171,200.00
Volunteer	1	Dec. 15-22, 2023	8	85,600.00		85,600.00
Security & Road Traffic Coordination	1	Dec. 15-22, 2023	8	85,600.00		85,600.00
Billeting Facilities	1	Dec. 15-22, 2023	8	85,600.00		85,600.00
27						₱2,311,200.00

Prepare by:

  
**ENGR. EDUARDO A. CLARIZA**  
 Transportation Committee

Reviewed by:

**DR. LAURO O. DOMINGO JR.**  
 Project Director, BP & PNG

Approved by:

**DIR. PAULO FRANCISCO TATAD**  
 Executive Director

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

**BID FORM**

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

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

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

*[Insert this paragraph if Foreign-Assisted Project with the Development Partner:*

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

*(if none, state "None")]*

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

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

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

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

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

Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

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

# ***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:

\_\_\_\_\_

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



## **Bid Securing Declaration Form**

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

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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]*

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

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

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### CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz :
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;  
  
Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
  - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

*[Insert Name and Signature]*

*[Insert Signatory's Legal Capacity]*

*for:*

*[Insert Procuring Entity]*

*[Insert Name and Signature]*

*[Insert Signatory's Legal Capacity]*

*for:*

*[Insert Name of Supplier]*

**Acknowledgment**

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

## Omnibus Sworn Statement (Revised)

*[shall be submitted with the Bid]*

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

### AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

*[If a sole proprietorship:]* I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

*[If a partnership, corporation, cooperative, or joint venture:]* I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

*[If a sole proprietorship:]* As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

*[If a partnership, corporation, cooperative, or joint venture:]* I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

*[If a sole proprietorship:]* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of \_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*  
Affiant

**[Jurat]**

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

## Performance Securing Declaration (Revised)

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

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

### PERFORMANCE SECURING DECLARATION

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

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

I/We, the undersigned, declare that:

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

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this \_\_\_\_ day of [month] [year] at [place of execution].

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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