



Republic of the Philippines
**GOVERNMENT PROCUREMENT POLICY BOARD
TECHNICAL SUPPORT OFFICE**

PHILIPPINE BIDDING DOCUMENTS

Procurement of Janitorial Service for the Government Procurement Policy Board – Technical Support Office New Building

(EARLY PROCUREMENT ACTIVITY)

BAC-GDS-2024-001-EPA

Government of the Republic of the Philippines

16 October 2023

Preface

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

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

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

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

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

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

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



Republic of the Philippines
GOVERNMENT PROCUREMENT POLICY BOARD
TECHNICAL SUPPORT OFFICE

**INVITATION TO BID FOR THE PROCUREMENT OF
JANITORIAL SERVICE FOR THE GOVERNMENT
PROCUREMENT POLICY BOARD – TECHNICAL SUPPORT
OFFICE NEW BUILDING**

1. The *Government Procurement Policy Board – Technical Support Office (GPPB-TSO)*, through the National Expenditure Program FY 2024 intends to apply the sum of *Seven Million Four Hundred Thousand Pesos (Php7,400,000.00)* being the ABC to payments under the contract for Procurement of Janitorial Services for the GPPB-TSO with identification number BAC-GDS-2024-001-EPA. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The GPPB-TSO now invites bids for the Early Procurement Activity (EPA) of the above Procurement Project, in accordance with the provisions under Appendix 31 of the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184. *Deployment of Janitors is required within 10 calendar days upon receipt of notice from the Administrative Division.* Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised IRR of 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 *BAC Secretariat* and inspect the Bidding Documents at the address given below during office hours *7:00 AM to 5:00 PM from Monday to Friday.*
5. A complete set of Bidding Documents may be acquired by interested Bidders on **16 October 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 Ten Thousand Pesos (Php10,000.00).* A bidder is allowed to pay the applicable fee via the Landbank Link biz portal which can be accessed through this link: <https://www.lbp-eservices.com/egps/portal/index.jsp> and shall present its proof of payment to the BAC Secretariat on or before the deadline of submission of bid or may send a copy through the email address given below.



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6. The GPPB-TSO will hold a Pre-Bid Conference on **24 October 2023 at 8:00 A.M via Zoom** which shall be open to prospective bidders. Interested bidders may join the pre-bid conference through this link:
<https://zoom.us/j/95836898058?pwd=cGpaSmhoOTZnRlZiVFRMZS91TW11UT09>
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **08:00 AM of 07 November 2023. 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 **07 November 2023 at 8:00 AM** at the given address below and via Microsoft Teams. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The award of contract for Procurement Projects undertaken through EPA may be made only upon the following conditions and shall be in accordance with Item 7 of Appendix 31 of the 2016 revised IRR of RA 9184:
 - a. approval and effectivity of the funding sources, to wit: (i) General Appropriations Act; (ii) Corporate Budget; (iii) Appropriations Ordinance; or (iv) loan agreement in the case of FAPs; or
 - b. the reenactment of the previous year's budget which constitutes the current year's authorized budget, when authorized by the Constitution, law or rules.
11. The GPPB-TSO reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

BIDS AND AWARDS COMMITTEE
GOVERNMENT PROCUREMENT POLICY BOARD –
TECHNICAL SUPPORT OFFICE

Unit 2504, Raffles Corporate Center, 1605 Emerald Ave. Ortigas Center Pasig
bacsec@gppb.gov.ph
(02) 7900 6740 to 41 and 43 to 44
<https://www.gppb.gov.ph/>

13. You may visit the following websites:

For downloading of Bidding Documents:

- a. GPPB website at <https://www.gppb.gov.ph/gppb-tso-procurement/>
- b. PhilGEPS website at <https://philgeps.gov.ph/>

Issued this 16th day of October 2023.

ATTY. MA. JOZZENNE CLAIRE M. BELTRAN-CARANDANG
Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Government Procurement Policy Board – Technical Support Office (GPPB-TSO)* wishes to receive Bids for the Procurement of Janitorial Service for the GPPB-TSO New Building with identification number -BAC-GDS-2024-001-EPA.

The Procurement Project (referred to herein as “Project”) is composed of 1 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 2024* in the amount of *Seven Million Four Hundred Thousand Pesos (Php7,400,000.00)*.

2.2. The source of funding is:

a. NGA, the National Expenditure Program.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. 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.
- 5.3. 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.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time through Zoom Videoconferencing as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request 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 five (5) years *prior* to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

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

13. Bid and Payment Currencies

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

- a. **Philippine Pesos.**

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid for one hundred twenty (120) calendar days from the Bid Opening. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

- a. In the case of EPA, PE may request the bidders to extend the validity of their bid securities beyond one hundred twenty (120) calendar days, prior to their expiration, if the funding source for the Procurement Project has yet to be approved and made effective.

A change in the form of the bid security is allowed if this is made prior to the expiration of the bid validity sought to be extended.

If the bidder refuses to extend the bid validity, the PE shall reject the bid submitted by said bidder.

15. Sealing and Marking of Bids

Each Bidder shall submit **three (3) copies** 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 video conferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.
- 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"> a. <i>Janitorial Services.</i> b. completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	<i>No further instructions.</i>
12	<i>No further instructions.</i>
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than <u>Php148,000.00</u>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than <u>Php370,000.00</u>, if bid security is in Surety Bond.
19.3	<i>One (1) Lot</i>
20.2	<i>No further instructions.</i>
21.2	<i>No further instructions.</i>

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 the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Contract Duration: 12 months from deployment</p> <p>The Contractor shall submit within three (3) calendar days from receipt of Notice to Proceed the employee file of each janitorial personnel with complete attachments, such as but not limited to, resume, training certificate/s, government mandated clearances, and medical certificate.</p> <p>The Supervisor shall monitor the performance of the janitorial attendants and handle the consolidation of daily timecards periodically in preparation for the monthly billing to the GPPB-TSO.</p> <p>Service Standards and Conditions</p> <p>Deployed janitorial personnel shall be professional, courteous and sensitive to the client’s needs at all times. The expected service standards and conditions are as follows:</p> <ul style="list-style-type: none"> a. Office Areas: <ul style="list-style-type: none"> 1.0 All Surfaces, fixtures and fittings should be free from dust, stains and debris; 2.0 All waste receptacles empty <p style="margin-left: 40px;">NOTE: Paper, files and electronic equipment shall not be removed or adjusted while cleaning (where applicable, unless prior permission has been obtained from the employee concerned).</p> b. Washroom and Toilet Areas <ul style="list-style-type: none"> 1.0 All surfaces, fixtures and fittings should be free from dust, stains and debris; 2.0 All sanitary fittings should be free from grime, dirt and smear. c. Other areas specified in the Annex “A” <p>General Conditions</p> <ul style="list-style-type: none"> a. The deployed personnel shall work eight (8) hours a day, six (6) days a week from Monday to Saturday. However, the personnel may be requested to provide assistance outside the regular working hours or during weekends or holidays, upon the written approval of the Executive Director or her duly authorized representative. b. The GPPB-TSO has the right to effect changes in the assignment/deployment of the janitors at any time during the

contract period through a written notice to the Contractor. Likewise, the GPPB-TSO may increase or decrease the number of janitors as may be necessary and reserves the right to increase, reduce, or limit the scope of services of the Contractor. In such an event, any corresponding adjustment in the cost shall not exceed the contract price.

- c. The Contractor shall not reshuffle personnel without the prior clearance/approval of the Administrative Division (AD) which hereby reserves the right to reject any proposal to reassign personnel if such reassignment is found to pose an imminent danger or prejudice to the service. It is however understood that on matters of disciplinary action toward the personnel of the Contractor, the AD shall cooperate with the Contractor or vice versa by means of mutual consultation.
- d. The Contractor shall make available relievers and/or replacements at all times to ensure continuous and uninterrupted services.
- e. The Contractor agrees that the GPPB-TSO, through the AD, reserves the right to screen and accept or deny the deployment of any personnel recommended by the Contractor.
- f. The Contractor shall pay its personnel not less than the minimum wage and other benefits mandated by the laws, rules and regulations. The Contractor shall provide the Janitorial personnel their monthly pay slip containing the necessary information on it. The Contractor shall comply with the laws governing labor standards and employee's compensation. A certificate for the purpose shall be required from the Contractor.
- g. The Contractor shall provide the personnel with appropriate uniforms, protective gear, if necessary, and ensure that they shall observe proper personal hygiene and appear neat and clean at all times.
- h. The Contractor shall ensure that safety shall be the first priority in the performance of its functions, and avoid the creation of safety hazards both in the condition of the work performed and while doing the work.
- i. The Contractor shall have ten (10) relievers for the GPPB-TSO available at any time to take over in case some regular personnel are absent at no extra cost to the Office. No trainees shall be allowed as a reliever even if they are allowed and identified as such.

	<p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Mr. Aaron Vinz Paul A. Crisologo.</p> <p>Incidental Services – The Supplier is required to provide all services, including additional services, if any, specified in Section VI. Schedule of Requirements.</p> <p>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.</p> <p>Regular and Recurring Services –</p> <p>“The contract for regular and recurring services shall be subject to renewal subject to the Guidelines on Renewal of Regular and Recurring Services under Appendix 37 of the 2016 revised IRR of RA No. 9184 which includes the performance evaluation of the service provider on the requirements under Section VII. Technical specifications.”</p>
2.2	<p>Payment Terms</p> <p>a. The Contractor shall submit, along with the monthly billing statement, a certified true copy of duly accomplished payroll sheet, receipts, prescribed reports stamped received by SSS, PhilHealth, Pag-IBIG, and ECC as proof of remittances of employer’s and employees’ contributions for SSS, PhilHealth Pag-IBIG and ECC premiums of the Janitorial personnel assigned to the GPPB-TSO only and the monthly checklist within five (5) calendar days after every month/cut off.</p> <p>b. The Contractor in the performance of its services shall secure, maintain at its own expense all registration, licenses or permits required by law, and shall comply with all pertinent rules and regulations. The Contractor’s personnel shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standards and established safety regulations, rules and practices.</p>
4	No further instructions.

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.

Description	Quantity	Total	Delivered, Weeks/Months
Provision of Janitorial Personnel including the submission of housekeeping plan as detailed in item 1.0 of Annex "A" (Detailed Specifications)	13	13	The Administrative Division (AD) of GPPB-TSO shall notify the winning bidder of the start of the services. Notices shall be issued by the AD ten (10) days prior to deployment of janitors.
Provision of Cleaning tools and equipment, as detailed in Item 2.0 of Annex "A" (Detailed Specifications)	Quantity of items are specified in Annex "A" Specifications)	-	

*The GPPB-TSO may increase or decrease the number of janitors as may be necessary and reserves the right to increase, reduce, or limit the scope of services of the Contractor.

**The period for the performance of the obligations under the Contract shall not be beyond the validity of the corresponding appropriations for the Project.

I hereby verify to comply with all the above requirements.

Signature over printed name of the authorized representative

Company name

Date

Section VII. Technical Specifications

Technical Specifications

Specification	Statement of Compliance
	<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>
Provision of Janitorial Personnel, including the submission of Housekeeping Plan (see attached Annex “A” [Detailed Specifications], Item 1.0)	
Provision of Cleaning Tools and Equipment (see attached Annex “A” [Detailed Specifications], Item 2.0)	
Service Standards and Conditions (see attached Annex “A” [Detailed Specifications], Item 3.0)	
General Conditions (see attached Annex “A” [Detailed Specifications], Item 4.0)	
Payment Terms (see attached Annex “A” [Detailed Specifications], Item 5.0)	

Performance and Review Assessment (see attached Annex “A” [Detailed Specifications], Item 6.0)	
--	--

I hereby verify to comply with all the above requirements.

Signature over printed name of the authorized representative

Company name

Date

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR;**

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; **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; **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 Schedule of Requirements; **and**
- (f) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (g) Housekeeping Plan; **and**
- (h) Original duly signed Omnibus Sworn Statement (OSS) **supported with** Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative. In case of partnership or single proprietorship, the bidder shall submit Original Special Power of Attorney executed by the partners or single proprietor, whichever is applicable.

In case of Joint Venture, Original Special Power of Attorney shall be submitted by 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

- (i) 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

- (j) 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

- (k) Original of duly signed and accomplished Financial Bid Form; **and**

- (l) Original of duly signed and accomplished Price Schedule(s).

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

- (m) *[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.
- (n) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Detailed Technical Specification

1.0 Provision of Janitorial Personnel, including submission of Housekeeping Plan

- a. The Contractor shall provide thirteen (13) janitorial personnel, including one (1) working Janitorial Supervisor who will be assigned to monitor and supervise janitorial attendants, who:
 - 1.1 Are of good moral character and without criminal or police records;
 - 1.2 Are fit to work, as evidenced by a medical certificate issued within the last two (2) months (specify that the janitorial personnel is fit to work);
 - 1.3 Underwent basic housekeeping training.
- b. The Contractor shall submit within three (3) calendar days from receipt of Notice to Proceed the employee file of each janitorial personnel with complete attachments, such as but not limited to, resume, training certificate/s, government mandated clearances, and medical certificate.
- c. The Supervisor shall monitor the performance of the janitorial attendants and handle the consolidation of daily timecards periodically in preparation for the monthly billing to the GPPB-TSO.
- d. The janitorial personnel shall perform the following:
 - 1.0 Maintain the cleanliness and orderliness of the office premises in accordance with the Service Standards and Conditions and the **Housekeeping Plan to be submitted by the Contractor as part of the technical documents**, taking into account the following:
 - i. Protection of GPPB-TSO properties from damage or destruction in connection with the janitorial activities rendered;
 - ii. Preservation of confidentiality of GPPB-TSO records; and
 - iii. Proper collection and disposal of garbage.
 - 2.0 Miscellaneous Services to be performed whenever required (i.e., logistical assistance during meetings and conferences; hauling of office furniture, fixtures and equipment; and other errands within GPPB-TSO premises).

2.0 Provision of Cleaning Tools and Equipment

- a. The Contractor shall provide, at the minimum, the following cleaning tools and equipment which are brand new or in good condition:

Description	Quantity
Heavy-duty floor polisher,	3

Mop wringer/squeezer	5
Glass squeegee	5
Heavy-duty vacuum cleaner (wet and dry)	3
Stainless step ladder, 6 ft	2
Stainless step ladder, 14 ft	2
Heavy duty pushcart (big)	2
Heavy duty garbage buggy	3
Floor warning sign	6
Putty knife	1
Wheelbarrow	1
Grass cutter	1
Garden tools (cultivator, weeder, transplanter, rake and trowel)	1
Garden hose, 100 meter/set	1

3.0 Service Standards and Conditions

Deployed janitorial personnel shall be professional, courteous and sensitive to the client's needs at all times. The expected service standards and conditions are as follows:

d. Office Areas:

3.0 All Surfaces, fixtures and fittings should be free from dust, stains and debris;

4.0 All waste receptacles empty

NOTE: Paper, files and electronic equipment shall not be removed or adjusted while cleaning (where applicable, unless prior permission has been obtained from the employee concerned).

e. Washroom and Toilet Areas

3.0 All surfaces, fixtures and fittings should be free from dust, stains and debris;

4.0 All sanitary fittings should be free from grime, dirt and smear.

f. Each area shall be cleaned to the services specifications as detailed but not limited in the table below:

AREAS	DESCRIPTION OF TASK	FREQUENCY*
OFFICES/ RECEPTION AREAS/ HALL AND STAIRWAYS	Empty waste bins and wash out, if required	Daily
	Water indoor plants	Daily
	Bring out indoor plants	Once a week
	Machine scrub and buff hard floors	Once a week
	Wipe/clean window shades; clean inside windows; clean door jams/balusters/handrails; clean glass walls/partitions	Once a week
	Machine scrub and buff hard floors	Once a week
	Remove cobweb (ceiling, lighting fixtures, etc.)	Once a month
	Wash walls with dirt and stain mark	Once a month
	Wet cleaning/ dusting/ vacuuming upholstered furniture/office chairs	Once a month
	Dust Mop/Spot Mop/Buff the floors;	As necessary**
OFFICE SPACES	Damp wipe office tables and chairs	Daily
	Damp wipe office equipment i.e. computer screens, keyboards, calculator; telephone, desk lamp, filing cabinets, etc.	Daily
	Remove cobweb (ceiling, lighting fixtures, etc.)	Once a month
	Wash walls with dirt and stain mark	Once a month
	Wet cleaning/ dusting/ vacuuming upholstered furniture/office chairs	Once a month
	Dust mop/spot mop/buff floors	As necessary**
MEETING ROOMS/ CONFERENCE ROOM/AUDITORIUM/ LIBRARY/DAY CARE ROOM	Empty paper/waste bins, wash out if required	Daily
	Damp dust tabletops, re-arrange chairs	Daily
	Machine scrub and buff hard floors	Thrice a week
	Wipe/clean window shades, inside windows, door jambs, glass walls / partitions	Once a week
	Remove cobwebs on ceiling, lighting fixtures, etc.	Once a month
	Wash walls, windowsills, surrounds and other vertical	Once a month

	ledges with dirt and stain marks	
	Wet clean, dust and vacuum upholstered furniture	Once a month
	Dust mop/spot mop/buff floors	As necessary**
WASHROOMS AND TOILETS	Mop clean, disinfect and dry floor	As necessary**
	Wash, clean and disinfect urinals and toilet bowls	As necessary**
	Empty and wash waste bins	As necessary**
PANTRY	Damp wipe and polish with dry cloth the refrigerator, oven, etc.	Thrice a week
	Disinfect floors, pantry sink and pantry cabinets	Once a week
	Dust mop/spot mop the floors, pantry sink, and pantry cabinets	As necessary**
RECORDS AREA/ STOCKROOMS	Clean the floor and remove dusts from equipment and files	Once a week
GPPB-TSO GROUNDS	Clear rubbish from path walks, driveways, parking areas, park, etc.	Daily
	Water outdoor plants	Twice daily
	Trimming of plants	Twice a month or as necessary

Note:

***Frequency may be changed during the contract implementation, upon the instruction of the Head of the Agency or its authorized representative.**

****As necessary means to be checked at least once a day and cleaned if necessary**

4.0 General Conditions

- j. The deployed personnel shall work eight (8) hours a day, six (6) days a week from Monday to Saturday. However, the personnel may be requested to provide assistance outside the regular working hours or during weekends or holidays, upon the written approval of the Executive Director or her duly authorized representative.
- k. The GPPB-TSO has the right to effect changes in the assignment/deployment of the janitors at any time during the contract period through a written notice to the Contractor. Likewise, the GPPB-TSO may increase or decrease the number of janitors as may be necessary and reserves the right to increase, reduce, or limit the scope of services of the Contractor. In such an event, any corresponding adjustment in the cost shall not exceed the contract price.

- l. The Contractor shall not reshuffle personnel without the prior clearance/approval of the Administrative Division (AD) which hereby reserves the right to reject any proposal to reassign personnel if such reassignment is found to pose an imminent danger or prejudice to the service. It is however understood that on matters of disciplinary action toward the personnel of the Contractor, the AD shall cooperate with the Contractor or vice versa by means of mutual consultation.
- m. The Contractor shall make available relievers and/or replacements at all times to ensure continuous and uninterrupted services.
- n. The Contractor agrees that the GPPB-TSO, through the AD, reserves the right to screen and accept or deny the deployment of any personnel recommended by the Contractor.
- o. The Contractor shall pay its personnel not less than the minimum wage and other benefits mandated by the laws, rules and regulations. The Contractor shall provide the Janitorial personnel their monthly pay slip containing the necessary information on it. The Contractor shall comply with the laws governing labor standards and employee's compensation. A certificate for the purpose shall be required from the Contractor.
- p. The Contractor shall provide the personnel with appropriate uniforms, protective gear, if necessary, and ensure that they shall observe proper personal hygiene and appear neat and clean at all times.
- q. The Contractor shall ensure that safety shall be the first priority in the performance of its functions, and avoid the creation of safety hazards both in the condition of the work performed and while doing the work.
- r. The Contractor shall have ten (10) relievers for the GPPB-TSO available at any time to take over in case some regular personnel are absent at no extra cost to the Department. No trainees shall be allowed as a reliever even if they are allowed and identified as such..
- s. The Contractor shall ensure the confidentiality of information.
- t. The duration of the contract shall commence upon the completion of the contract until 31 December 2024.

5.0 Payment Terms

- c. The Contractor shall submit, along with the monthly billing statement, a certified true copy of duly accomplished payroll sheet, receipts, prescribed reports stamped received by SSS, PhilHealth, Pag-IBIG, and ECC as proof of remittances of employer's and employees' contributions for SSS, PhilHealth Pag-IBIG and ECC premiums of the Janitorial personnel assigned to the GPPB-TSO only and the monthly checklist within five (5) calendar days after every month/cut off.

- d. The Contractor in the performance of its services shall secure, maintain at its own expense all registration, licenses or permits required by law, and shall comply with all pertinent rules and regulations. The Contractor’s personnel shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standards and established safety regulations, rules and practices.

6.0 Performance Review and Assessment

- a. The Contractor shall maintain a satisfactory level of performance throughout the Contract period based on the following set of performance criteria:

	Performance Criteria	Weight
I	Conformity to Technical Requirements	(25)
II	Timeliness in the Delivery of Services	(25)
III	Behavior of Personnel (Courteous, Professional and Knowledgeable)	(20)
IV	Response to Complaints	(20)
V	Compliance with set office policies for such services	(10)
Performance Rating		
Passing rate: 80 points		

- b. The Contractor shall undergo a periodic review using the above-cited criteria to ensure compliance with the technical specifications, as well as with the other terms and conditions imposed by the GPPB-TSO during the contract period.
- c. Further, a mid-term assessment or evaluation of the performance of the Contractor. Based on its assessment, the GPPB-TSO may terminate the contract for failure of the Contractor to perform its obligations thereon.

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 Schedule (which shall include breakdown of total due to the Janitors and total due to the Government) attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited those which are itemized herein.

Particulars	Rate per Janitorial Personnel
I. Total Due to the Janitorial Personnel (<u>Please provide breakdown in the Price Schedule</u>)	
II. Total Due to the Government (<u>Please provide breakdown in the Price Schedule</u>)	
III. Total Compensation ([Item 1 + Item 2]*13 Janitors)	
IV. Agency Fee on the issued Department Order No. 18-A of the Department of Labor and Employment	
V. 12% VAT	
VI. Contingency	
TOTAL BID AMOUNT	

Note: Salaries/wages, other benefits, and administrative and operating overhead shall be in accordance with the prevailing laws, rules and regulations.

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	Amount	Purpose of agent	Currency	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 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]

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]

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]

