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PHILIPPINE BIDDING DOCUMENTS

PROVISION OF JANITORIAL SERVICES FOR ONE (1) YEAR

[Identification No. NPO-BAC-001-24]

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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, 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 goods or services identified in the Framework Agreement List or not to 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.

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



INVITATION TO BID

PROVISION OF JANITORIAL SERVICES FOR ONE (1) YEAR

1. The **National Printing Office (NPO)**, through the **Revolving Fund 2024** intends to apply the sum of **Thirteen Million Pesos (₱13,000,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the **Provision of Janitorial Services for One (1) Year** broken down as follows:

Lot	Description	Approved Budget for the Contract (ABC) In Php
1	<p>Provision of Janitorial Services for One (1) Year</p> <ul style="list-style-type: none">• One (1) Working Supervisor• Twenty-Four (24) Janitorial Personnel (12 – Female / 12 – Male)	₱13,000,000.00

Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The **NPO**, through the **Bids and Awards Committee (BAC)** now invites bids for the above Procurement Project. Delivery of the Goods is required as per *P.O./Contract*. Bidders should have completed, within **three [3] 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 Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184.

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 **NPO BAC Secretariat** at **Landline No.: 8925-2194 / Mobile: 0917-8155170** and inspect the Bidding Documents at the address given below from **Monday to Friday, except on holidays, 8:00 a.m. to 5:00 p.m.**
5. A complete set of Bidding Documents may be acquired by interested Bidders from date of posting to **October 21, 2024** 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 **₱25,000.00**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through electronic means.
6. The National Printing Office will hold a Pre-Bid Conference on **October 7, 2024, 9:30 a.m.** at **John Sylvannus Leech Training Room**, 3rd floor of NPO Building which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **October 21, 2024, 9:30 a.m.** **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 **October 21, 2024**, immediately after the deadline of the submission of bids at John Sylvannus Leech Training Room, 3rd Floor. Bids will be opened in the presence of the bidders and/or bidders' representatives who choose to attend the activity.

Only **two (2) representatives** per bidder will be allowed to enter the venue.

10. The summary of the bidding activities is as follows:

Advertisement/Posting of Invitation to Bid	September 27, 2024
Issuance and Availability of Bid Documents	September 27, 2024
Pre-Bid Conference	October 7, 2024, at 9:30 a.m.
Last Day of Submission of Written Clarification	October 11, 2024
Last Day of Issuance of Bid Bulletin	October 14, 2024
Deadline for Submission and Receipt of Bids	October 21, 2024, at 9:30 a.m.
Opening of Bids	Immediately after the deadline of submission of bids
Bid Evaluation	*Within 1-2 days after the opening of bids (Section 32 of RA 9184)
Post-Qualification	*Within 1-2 days after receipt of the winning bidder's (LCB/SCB) post-qualification documents (Section 34.8 of RA 9184)

11. The **NPO** 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 Section 35.6 and 41 of the 2016 revised IRR of RA 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

NPO BAC SECRETARIAT

3rd Flr. Administrative Division

NPO, EDSA, Quezon City

Telephone Nos.: 8925-2194 / 0917-8155-170

Email Address: npo.bacsecretariat@gmail.com

You may visit the following websites:

For downloading of Bidding Documents:

<https://notices.philgeps.gov.ph/>

<https://www.npo.gov.ph/>

Date of Issue: September 27, 2024

[SGD]
ATTY. ARJAY C. LIM
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The **National Printing Office** wishes to receive Bids for the **Provision of Janitorial Services for One (1) Year**, with Identification No. NPO-BAC-001-24.

The Procurement Project is composed of one (1) lot, the details of which are described in **Section I (Invitation to Bid)**, **Section VI (Schedule of Requirements)**, and **Section VII (Technical Specifications)**.

2. Funding Information

The GOP through the Revolving Fund for CY 2024 in the amount of **Thirteen Million Pesos (₱13,000,000.00)**.

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 the Project, including other factors that may be affected the cost, duration and execution or implementation of the contract, project, or work 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 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 equivalent to the Procurement of **Non-Expendable Supplies**. 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 Secretary Council taken under Chapter VII of the Charter if the UN, subject to Domestic Preference requirements under ITB Clause 18.

7. Subcontracts

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 and either at its physical address, 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 or until October 11, 2024.

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 **three (3) 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 in 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 following schedule:

Form of Bid Security	Amount of Bid Security (Not Less than the Percentage of the ABC)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	

(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%)
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- 14.2. The Bid and bid security shall be valid for **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

- 15.1. 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.

Bidders shall submit the *first component* of its Bid in one sealed envelope marked *TECHNICAL COMPONENT* and the *second component* of its Bid in another sealed envelope marked *FINANCIAL COMPONENT*. Both envelopes shall then be enclosed in one single and/or mother envelope, with the inner envelopes (1st and 2nd components), properly labeled, sealed and signed by the bidder or its authorized representative.

*To facilitate the receipt and classification of bid envelopes, **mother envelope** shall be **Red**, the **inner envelope containing Technical Proposal** shall be **Blue**, the **inner envelope containing Financial Proposal** shall be **Green**.*

The markings on all envelopes must be typed or written in indelible ink and shall:

- a) Contain the Project Title or Name of the Contract to be Bid, and other essential details such as, but not limited to the following – reference number or solicitation number, date and time of bidding, etc.;
 - b) Bear the complete name, address and contact details of the Bidder;
 - c) Be addressed to the Procuring Entity's BAC.
- 15.2. Post-qualification documents may be submitted during the bidding, but this does not disqualify bidders who will not submit post-qualification documents during bid submission.

- 15.3. **Unsealed or unmarked bid envelopes, shall be rejected.** However, bid envelopes that are not properly sealed and marked as required in the Bidding Documents, shall be accepted, provided that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

16. Deadline for Submission of Bids

Bids must be received by the Procuring Entity's BAC at the address and on or before the date and time 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 Bidder's 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

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 following 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 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 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

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 manually or 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

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 <i>similar</i> to the Project shall be:</p> <p>a. Janitorial Services</p> <p>b. Completed within three (3) years prior to the deadline for the submission and receipt of bids</p>
7.1	Subcontracting is not allowed
9	<p>Request for clarifications for an interpretation must be in writing and submitted at least ten (10) calendar days before the deadline set for the submission and receipt of bids, or until October 11, 2024.</p> <p>The Procuring Entity's address is:</p> <p><i>Atty. Arjay C. Lim</i> <i>Chairperson</i> <i>Bids and Awards Committee</i> <i>National Printing Office</i> <i>Edsa corner NIA North Road, Diliman, Quezon City</i> <i>Landline: 8925-2194 / Mobile: 0917-8155170</i> <i>Email: <u>npo.bacsecretariat@gmail.com</u></i></p> <p>Consistent with Section 22.5.3 of the revised IRR of RA 9184, posting on the PhilGEPS and the procuring entity's website of any supplemental/ bid bulletin shall be considered sufficient notice to all bidders or parties concerned.</p>
12	The price of the Goods shall be quoted Delivered Duty Paid (DDP) 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> <p>a. The amount of not less than 2% of the ABC or ₱260,000.00, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than 5% of the ABC or ₱650,000.00, if bid security is in Surety Bond.</p>
14.2	<p>Bid securities, other than a Bid Securing Declaration, shall be turned over to the NPO Cashier Section for custody. The Bid Securing Declaration shall be under the custody of the BAC Secretariat.</p> <p>Bid Security shall not contain any deletion, crossing-out, expunction, or any form of correction. Otherwise, NPO may reject such security if any such intercalation, superimposition, or alteration affects any material information or feature of the document.</p>

19.3	Lot	Description	Approved Budget for the Contract (ABC) In Php
	1	Provision of Janitorial Services for One (1) Year <ul style="list-style-type: none"> • One (1) Working Supervisor • Twenty-Four (24) Janitorial Personnel <i>[Twelve (12) – Female and Twelve (12) – Male]</i>	₱13,000,000.00
20	<p>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 (LCB), said Bidder shall submit the following post-qualification documents:</p> <ol style="list-style-type: none"> 1. When applicable, copies of Contract/PO/NTP/NOA/Letter of Extension duly signed by the same individual whose name and signature appears on the original contract or his/her authorized representative, but with a corresponding letter of authority designating the sanctioned/endorsed signatory of project/s stated in the “Statement of All On-Going Projects, including those awarded but not yet started” 2. Valid SEC Registration or DTI Registration 3. By-Laws, <i>as applicable</i> 4. Articles of Incorporation/Amended Articles of Incorporation, <i>as applicable</i> 5. Updated General Information Sheet (GIS), <i>as applicable</i> 6. Valid Mayor’s Permit 7. Updated & renewed Tax Clearance 8. Latest Income & Business Tax Returns filed manually or with eFPS 9. Updated/latest Audited Financial Statement (AFS), stamped received by the BIR or its duly accredited and authorized institutions <p>Bidders shall submit certified true copies of the aforementioned documents. During the inspection of the post-qualification team, bidders shall present the original copies of these documents for comparison</p>		

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 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 the 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.

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

- 6.1. The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.
- 6.2. 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>Delivery and Documents –</p> <p>The delivery terms applicable to the Contract are delivered to the National Printing Office.</p> <p>For the purposes of the Contract, “EXW”, “FOB”, “FCA”, “CIF”, “CIP”, “DDP” and other 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><i>For Goods supplied from within the Philippines, state: “The delivery terms applicable to this Contract are delivered to National Printing Office. Risk and title will pass from the Supplier to the procuring Entity upon receipt and final acceptance of the Goods at their final destination”.</i></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 Project Site is <i>End-User/Inspectorate Team</i>.</p>
	<p>Regular and Recurring Services –</p> <p>The contract for regular and recurring services shall be subject to a renewal whereby the performance evaluation of the service provider shall be conducted in accordance with Section VII. Technical specifications.</p>
2.1	<i>No further instructions</i>

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of the delivery to the National Printing Office.

Item No.	Specifications	Quantity	Delivered Weeks/Months
1	<p>Provision of Janitorial Services for One (1) Year</p> <ul style="list-style-type: none">• One (1) Working Supervisor• Twenty-Four (24) Janitorial Personnel <i>[Twelve (12) – Female and Twelve (12) – Male]</i>	1 Lot	To commence on the date specified in the Notice to Proceed (NTP)

Name of Company/Bidder

Signature Over Printed Name

Date

Section VII. Technical Specifications

Item No.	Specifications	Statement of Compliance (COMPLY/NOT COMPLY)
<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>		
1	<p><u>MANPOWER REQUIREMENT</u></p> <ul style="list-style-type: none"> • One (1) Working Supervisor • Twenty-Four (24) Janitorial Personnel [12 Female and 12 Male] • The Service Contractor shall maintain the required/necessary number of janitorial personnel in the areas indicated and relievers shall be provided at all times in the absence of the assigned regular service personnel • Number of personnel, may be increased or reduced at any time upon written request of client (NPO) which shall thereafter form part of the contract 	
2	<p><u>WORK SCHEDULE</u></p> <p>Work schedule shall be eight (8) hours a day, six (6) days a week (from Monday to Saturday), excluding regular holidays and special days</p>	
3	<p><u>SCOPE OF SERVICES AND WORK</u></p> <p>The Service Contractor shall provide the following services:</p> <p>A. Daily Routine Operations (Indoor, Open Court and Building Perimeter)</p>	

	<p>a. Sweeping, mopping, spot scrubbing and polishing of floors and areas where people converge (i.e. waiting areas shall be serviced constantly during hours of public use to guarantee cleanliness at all times);</p> <p>b. Cleaning and sanitizing of toilets and wash rooms using provided sanitizing and disinfecting agents in wash basins, urinals and bowls;</p> <p>c. Vacuuming and shampooing of carpets;</p> <p>d. Dusting and cleaning of all furniture, fixtures, office equipment, glass tops, window ledges and partition which require daily attention;</p> <p>e. Continuous cleaning of trash and receptacles;</p> <p>f. Watering of plants, maintenance and beautification of the building premises;</p> <p>g. Sweeping and cleaning of pavement; and</p> <p>h. Collection of trash accumulated within the confines of the building, to areas provided for this purpose, for pick-up of garbage trucks/collectors.</p> <p>B. Weekly Periodic Operations</p> <p>a. Washing of inside and outside glass windows and doors;</p> <p>b. Washing, scrubbing and polishing of all building floors; and</p> <p>c. Cleaning, waxing, polishing of office furniture, fixtures and counters, including equipment that require special maintenance.</p> <p>C. Monthly Periodic Operations</p> <p>a. Thorough general cleaning of all areas covered in this Agreement; and</p> <p>b. General cleaning, sanitizing and disinfecting of all wash rooms and toilets</p>	
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	<p>D. Other Services</p> <ul style="list-style-type: none"> a. Assist in the periodic cleaning of diffusers; b. Removal of clogs on bowls, wash basins and urinals. Drain by using special apparatus; c. Janitorial service during affairs of client; d. Assist in the cleaning of grill-exhaust and aircon including filters; e. Quarterly cleaning of exterior building glass panel; f. Periodic bundling and weighing of trimmings and scrap papers when contracted buyer cannot cope with work volume; g. Periodic insecticide treatment on all premises; h. Pest control works such as spraying of chemicals to mosquitoes, flies, cockroaches, rats and other insects to be done every month; i. Hauling/handling of office furniture and equipment within the premises; j. Messengerial works within the office and extra hour service during special NPO occasions; and k. Labor for fogging services and termite proofing 	
4	<p><u>MATERIALS, SUPPLIES AND EQUIPMENT</u></p> <p>The Service Contractor shall provide adequate supply of janitorial cleaning equipment, as well as cleaning materials and supplies to be used for the effective performance of the required service:</p> <ul style="list-style-type: none"> a. Heavy duty industrial type vacuum cleaner (at least 4 units); b. Three (3) units of floor polisher; and c. Landscaping/gardening materials 	

	The abovementioned equipment/materials must be brand new and in the event of equipment damage or breakdown, the same must be replaced immediately without the need for demand.	
5	<p><u>PROJECT STANDARDS AND REQUIREMENTS</u></p> <p>To ensure accomplishment of the project objectives, the following are the minimum requirement for the Service Provider:</p> <p>a. The Service Contractor shall be responsible for assigning efficient janitors to undertake cleaning and general services. Shall require janitors to wear the prescribed uniforms during hours of duty and submit themselves to a security check by the Client's (NPO) security personnel when leaving the office premises, and when warranted, upon entering the same;</p> <p>b. The Service Contractor shall immediately replace any janitor whose behavior, conduct, appearance and performance is not satisfactory, upon request in writing by the Client (NPO) or its duly authorized representative;</p> <p>c. The Service Contractor shall be responsible for any mishap, incident, or injury of any kind or nature that may be sustained by its personnel while performing their respective duties at the Client's (NPO) premises;</p> <p>d. The Service Contractor shall be liable for any claims, monetary or otherwise made by its personnel in connection with the provisions of all labor laws and regulations regarding wages, allowances and other remunerations;</p> <p>e. The Service Contractor shall submit to the Client (NPO), a Monthly Inventory Report of cleaning/janitorial materials, supplies and equipment;</p> <p>f. The Service Contractor shall exercise discipline, supervision, control and administration over its janitorial personnel in accordance with existing laws, pertinent government rules and regulations, as well as the rules and policies set forth by the Client (NPO) on the matter;</p> <p>g. The Service Contractor shall guarantee for the loss or damage of the Client's (NPO) property, property of</p>	

	<p>employees or visitors after it has been duly established after investigation if the said loss or damage was the result from the act, omission, negligence or fault of the latter or any of its janitorial personnel. Such loss, pilferage, breakage or damage of the properties involved must be reported to the NPO within five (5) working days from occurrence or discovery thereof. When such loss or damage is caused by force majeure or fortuitous event, the Service Contractor shall not in any way be made responsible.</p> <p>h. The Service Contractor shall comply with all existing labor laws, i.e. minimum wage, cost of living allowance, 13th month pay, service incentives leave pay, retirement benefits, SSS/PAG-IBIG/PHILHEALTH premium contributions and other mandatory benefits as provided by law. For this purpose, it shall submit monthly a monthly presentation of the bill, a sworn certification that it has paid wages, allowances and bonuses of its employees in accordance with the law.</p>	
6	<p><u>SUPERVISION</u></p> <p>The Building Administrator and/or his authorized representative shall exercise general supervision of all janitorial personnel in accordance with existing laws, pertinent government rules and regulations, as well as, the rules and policies set forth by the Client (NPO) on the matter.</p>	

Name of Company/Bidder

Signature Over Printed Name

Section VIII.
Checklist of Technical and Financial Document

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 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 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.

NOTE:

Notarized documents (as indicated/stipulated in herein Checklist) ***must bear the complete details of the Notary Public***, such as, but not limited to the following: (a) *Name of Notary Public*; (b) *Office Address and Regular Place of Work/Business*; (c) *Validity of Notarial Commission*; (d) *IBP O.R. No.*; (e) *Roll No.*; (f) *PTR No.*; (g) *At least MCLE Compliance No. VII or VIII, as applicable.*

Section IX. Bidding Forms

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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 Number/s [insert numbers]***, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply/deliver the ***Provision of Janitorial Services for One (1) Year.***

Lot Number	Description	Bid Price	Total
1	Provision of Janitorial Services for One (1) Year		

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:

- to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- 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: _____

**Statement of All On-Going Government and Private Contracts Including
Contracts Awarded but not yet Started**

Business Name: _____

Business Address: _____

Name of Client	Date of Contract	Kinds of Goods	Value of Outstanding Contracts	Date of Delivery
<u>Government:</u>				
<u>Private:</u>				

Total Amount: ₱ _____

Submitted by : _____
(Printed Name and Signature)

Designation : _____

Date : _____

Instructions:

1. State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project being bid) prior to ***October 21, 2024***.
2. If there is no ongoing contract including awarded but not yet stated as of the aforementioned period, state none or equivalent term.
3. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).

Statement of Single Largest Completed Contract which is Similar in Nature
(indicate only one)

Business Name: _____

Business Address: _____

Name of Client	Date of the Contract	Kinds of Goods	Amount of Contract	Date of Delivery	End-User's Acceptance with a rating of at least Satisfactory or Official Receipt(s) or Sales Invoice Issued for the Contract

Submitted by : _____
(Printed Name and Signature)

Designation : _____

Date : _____

Instructions:

1. Cut-off date is ***October 21, 2024.***
2. Similar contract shall refer to ***Janitorial Services.***

COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY (NFCC)

The Net Financial Contracting Capacity (NFCC) is computed as follows:

NFCC = K (current asset – current liabilities) minus value of all outstanding works under ongoing contracts including awarded contracts yet to be started

Where K = 15

	Amount
Current Assets	
Minus: Current Liabilities	
Sub-Total	
Multiplied by value of K	
Sub-Total	
Minus: Value of Outstanding Contracts	
NFCC	

Submitted by:

Name of the Supplier/Bidder

Name and Signature of Authorized Representative

Annex 1

Price Schedule for Janitorial Services in the NPO for One (1) Year

No. of Working Hours in a Week	48 hours	
No. of Janitorial Personnel	25	
Particulars	MONTHLY	YEARLY
I. Direct Labor Cost		
➤ Average pay per month		
➤ 13 th month pay		
➤ Days Incentive Leave		
II. Indirect Labor Cost		
➤ Social Security System (SSS)		
➤ Philhealth Premium		
➤ Employees Compensation Commission (ECC)		
➤ Pag-IBIG Fund Contributions		
➤ Total (I + II)		
III. Operating Cost		
➤ Supplies, Materials, Equipment [Annex 2]		
➤ Administrative Cost		
TOTAL		
VAT (12%)		
Total per Janitor/personnel per month		
Total Contract Rate per month [24 Janitors/1 Supervisor]		
Total Contract Rate for One (1) Year		
TOTAL BID/OFFER	Php	

Other Conditions:

Attached Detailed of Breakdown of costs estimates for supplies, materials and equipment rentals.

For the uniformity of computation, use standard procedure for rounding-off numbers (if the number to be rounded-off is followed by 0,1,2,3 or 4, the number to be rounded-off is to be remained as it is, otherwise, add one, and with this, bunkers' rule should not be applied, and use two decimal places only. Apply rounding-off of numbers in each and every line item from top to bottom for Monthly Column. For Yearly Column, multiply the Monthly Value for each row by 12.

All benefits computation shall be based on the basic rates only exclusive of other remunerations wherein SSS and PhilHealth Contribution will be computed based on the applicable rates.

Name of Service Provider : _____

Authorized Representative : _____

Signature Over Printed Name

Date : _____

Annex 2

JANITORIAL - LIST OF SUPPLIES AND EQUIPMENT [1 Year]			
Particulars	Qty	UOM	Annual Cost
A. EQUIPMENT			
Grass Scissors	5	pcs.	
Bolo	10	pcs.	
Glass Squeegee	20	pcs.	
Floor Polisher	3	units	
Vacuum	4	units	
Shovel	4	pcs.	
Mop Cleaning set w/Squeezer	3	units	
Extension wire (10m)	4	length	
Water hose (10m)	4	length	
Pressure water	2	units	
B. SUPPLIES/CONSUMABLES			
Powder Soap	240	kilos	
Steel Wool	96	tubes	
Tissue Paper	600	pcs.	
Deodorant Cake (12 pcs./box)	42	boxes	
Stick Broom (every 3 mos.)	80	pcs.	
Soft Broom (every 3 mos.)	80	pcs.	
Mop Head (every 3 mos.)	80	pcs.	
Mop Handle (every 6 mos.)	40	pcs.	
Toilet Bowl Cleaner	84	gallons	
Fabric Conditioner	48	gallons	
Chlorine	36	kilos	
Furniture Polish	24	cans	
Air Freshener	48	cans	
Emulsion Wax	36	gallons	
Disinfectant Spray	36	gallons	
Door Mat (every 6 mos.)	40	pcs.	
Ceiling Broom (every 6 mos.)	10	pcs.	
Plastic Garbage Bag XL (100 pcs.)	60	bags	
Liquid Hand Soap	48	gallons	
Polishing Pad (every 6 mos.)	8	pcs.	
Red Buffer (every 6 mos.)	8	pcs.	
TOTAL			₱

Omnibus Sworn Statement

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]

BID SECURING DECLARATION FORM

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

X-----X

BID SECURING DECLARATION **Invitation to Bid:** *[Insert Reference 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 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;

- (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'S AUTHORIZED REPRESENTATIVE]

[Insert Signatory's Legal Capacity]

Affiant

[Jurat]

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]

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 Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

[Jurat]

