



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
CORDILLERA ADMINISTRATIVE REGION

PHILIPPINE BIDDING DOCUMENTS

Delivery of Three (3)-Year Janitorial Services

for FYs 2022 to 2024

Project ID No. 2021-10-034

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	3
Section I. Invitation to Bid	6
Section II. Instructions to Bidders	10
1. Scope of Bid	11
2. Funding Information	11
3. Bidding Requirements	11
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	11
5. Eligible Bidders	11
6. Origin of Goods	12
7. Subcontracts	12
8. Clarification and Amendment of Bidding Documents	12
9. Documents comprising the Bid: Eligibility and Technical Components	12
10. Documents comprising the Bid: Financial Component	13
11. Bid Prices	13
12. Bid and Payment Currencies	14
13. Bid Security	14
14. Sealing and Marking of Bids	14
15. Deadline for Submission of Bids	14
16. Opening and Preliminary Examination of Bids	14
17. Domestic Preference	15
18. Detailed Evaluation and Comparison of Bids	15
19. Post-Qualification	15
20. Signing of the Contract	16
Section III. Bid Data Sheet	17
Section IV. General Conditions of Contract	20
1. Scope of Contract	21
2. Advance Payment and Terms of Payment	21
3. Performance Security	21
4. Inspection and Tests	21

5. Warranty	22
6. Liability of the Supplier	22
Section V. Special Conditions of Contract	23
Section VI. Schedule of Requirements	25
Section VII. Technical Specifications	26
Section VIII. Checklist of Technical and Financial Documents	33
Forms	37
Bid Form	
Omnibus Sworn Statement	
Bid Securing Declaration	
Statement of All On-going Government and Private Contracts, Including Contracts Awarded but not yet Started	
Statement Identifying Bidder's Single Largest Completed Contract (SLCC)	

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
DEPARTMENT OF BUDGET AND MANAGEMENT
CORDILLERA ADMINISTRATIVE REGION

INVITATION TO BID
FOR THE
“Delivery of Three (3)-Year Janitorial Services for FYs 2022 to 2024”

1. The Department of Budget and Management – Cordillera Administrative Region (DBM-CAR), through the FY 2022 General Appropriations Act (GAA) and Multi-Year Contract Authority (MYCA) No. MYCA-BMB-C-21-0000057 intends to apply the sum of **Nine Hundred Thirty-Six Thousand Pesos (PhP936,000.00)** being the total ABC to payments under the contract for the **“Delivery of Three (3)-Year Janitorial Services for FYs 2022 to 2024”** (Project ID No. 2021-10-034). For the purpose of early procurement authorized under Section 7.6 of the 2016 Revised Implementing Rules and Regulations (RIRR) of Republic Act (RA) No. 9184, the proposed budget under the FY 2022 National Expenditure Program shall be used as basis. Further, consistent with the requirement in the same Section 7.6, **no award of contract shall be made until the approval and effectivity of the FY 2022 GAA**. The period for the performance of the obligations under the Contract shall not go beyond the validity of the corresponding appropriations for the Project. Bids received in excess of the ABC shall be automatically rejected at bid opening.

Year	ABC per year (in PHP)
2022	312,000.00
2023	312,000.00
2024	312,000.00
Total	936,000.00

2. The DBM CAR now invites bids for the above Procurement Project. Delivery of the Goods is required as specified in Section VI (Schedule of Requirements) of the Bidding Documents. Bidders should have completed, within **December 1, 2018 to November 15, 2021**, 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 RIRR of Republic Act (RA) No. 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 the DBM CAR Bids and Awards Committee (BAC) Secretariat through the contact details given below and inspect the Bidding Documents at the address given below from **9:00 AM to 4:00 PM** and as posted on the websites of the DBM and the Philippine Government Electronic Procurement System (PhilGEPS).
5. A complete set of Bidding Documents may be acquired by interested Bidders starting **November 04, 2021** at the given address and upon payment of a fee in the amount of One Thousand Pesos Only (PhP1,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees which will be presented in person, by facsimile, or through electronic means.
6. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **November 16, 2021, 1:30 PM**. Late bids shall not be accepted.
7. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
8. Bid opening shall be on **November 16, 2021, 1:45 PM** at the given address below and via video conferencing. Bids will be opened in the presence of the bidders’ representatives who choose to attend the activity. Authorized attendees, including representatives of bidders, shall likewise join the meeting via videoconferencing.

The bidders are advised to first log in the BAC waiting room, <https://meet.google.com/okp-anzz-wvt>, and wait for further advice to join the BAC meeting room, the link of which shall be provided to the bidders before the start of the bid opening.

9. Granting that award is made to a service provider under the terms of this bid documents, the Procuring Entity may engage the services of the service provider for FYs 2023 and 2024 subject to applicable guidelines on renewal of contracts and compliance with the performance criteria set by DBM-ROCAR.
10. The DBM CAR 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 RIRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

NEIL LORD V. GUITANG

Assistant Head, BAC Secretariat

No. 8 General F. Segundo St., Brgy. Burnham-Legarda, Baguio City

Telefax: (074) 443-4702

Email: nguitang@dbm.gov.ph

12. You may visit the following website to download the Bidding Documents:
<https://www.dbm.gov.ph>

October 31, 2021

MARIE CHRISTINE D. ANDAYA

Chairperson, DBM CAR BAC

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Department of Budget and Management – Cordillera Administrative Region wishes to receive Bids for the “**Delivery of Three (3)-Year Janitorial Services Starting FYs 2022 to 2024**”, with identification number DBM-2022-10-034.

The Procurement Project (referred to herein as “Project”) is composed of one (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 FYs 2022 to 2024 in the amount of **Nine Hundred Thirty-Six Thousand Pesos (PhP936,000.00)**.

2.2. The source of funding is the FY 2022 GAA and through MYCA No. MYCA-BMB-C-21-0000057. For the purpose of early procurement authorized under Section 7.6 of the 2016 RIRR of RA No. 9184, the proposed budget under the FY 2022 National Expenditure Program shall be used as basis.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 RIRR, 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 RIRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to 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 RIRR 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 **subcontracting is not allowed**.

8. 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.

9. Documents comprising the Bid: Eligibility and Technical Components

- 9.1 The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 9.2 The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **December 1, 2018 to November 15, 2021**, prior to the deadline for the submission and receipt of bids.

- 9.3 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.

10. Documents comprising the Bid: Financial Component

- 10.1 The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2 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 RIRR of RA No. 9184.
- 10.3 Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 10.4 For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 RIRR of RA No. 9184.

11. Bid Prices

- 11.1. 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**.

12. Bid and Payment Currencies

- 12.1 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.
- 12.2 Payment of the contract price shall be made in Philippine Pesos.

13. Bid Security

- 13.1 The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 13.2 The Bid and bid security shall be valid until **March 16, 2022**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

14. Sealing and Marking of Bids

- 14.1 Each Bidder shall submit one copy of the first and second components of its Bid.
- 14.2 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.
- 14.3 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.

15. Deadline for Submission of Bids

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

16. Opening and Preliminary Examination of Bids

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

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

16.2 The preliminary examination of bids shall be governed by Section 30 of the 2016 RIRR of RA No. 9184.

17. Domestic Preference

17.1. 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 RIRR of RA No. 9184.

18. Detailed Evaluation and Comparison of Bids

18.1 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 RIRR of RA No. 9184.

18.2 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.

18.3 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 RIRR 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.

18.4 The Project shall be awarded as follows as one Project having several items that shall be awarded as one contract.

18.5 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 RIRR 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.

19. Post-Qualification

19.1. 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**.

20. Signing of the Contract

20.1. The documents required in Section 37.2 of the 2016 RIRR 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:</p> <ul style="list-style-type: none"> a. Refer to janitorial manpower services; and b. Have been completed within December 1, 2018 to November 15, 2021 prior to deadline of submission of bids
7.1	Subcontracting is not allowed.
13.1	<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 PhP18,720.00, 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 PhP46,800.00, if bid security is in Surety Bond.
14.1	<p>Bidders shall enclose their eligibility and technical documents described in Section II. Instructions to Bidders (ITB) Clause 10 in one sealed envelope marked "TECHNICAL COMPONENT", and their financial component described in ITB Clause 11 in another sealed envelope marked "FINANCIAL COMPONENT", sealing them all in an outer envelope marked "BID".</p> <p>Further, all envelopes shall:</p> <ul style="list-style-type: none"> a. contain the name of the contract to be bid in capital letters; b. bear the name and address of the Bidder in capital letters; c. be addressed to the Procuring Entity's BAC Chairperson; d. bear the specific identification of the Project indicated in ITB Clause 1; and e. bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with the aforementioned date and time. <p>Please be reminded that pursuant to Section 25.9 of the 2016 Revised IRR of RA No. 9184, 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</p>

	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.
18.3	The computation of a prospective bidder's NFCC must be at least equal to the ABC to be bid, pursuant to Section 23.4.1.4 of the 2016 RIRR of RA No. 9184.
19.1	<p>The bidder with the Lowest Calculated Bid (LCB) shall submit the following post-qualification requirements:</p> <ol style="list-style-type: none"> 1. Latest Income and Business Tax Returns, filed and paid through the Electronic Filing and Payments System (EFPS), consisting of the following: <ol style="list-style-type: none"> a. 2020 Income Tax Return with proof of payment; b. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment covering the months from September 2020 to September 2021. 2. PhilGEPS Certificate of Registration, if not available during bid submission.
20.1	<p>During Contract Signing the following documents shall be submitted:</p> <ol style="list-style-type: none"> a. Renewed Mayor's Permit or Official Receipt (OR) of renewal application; <p><i>If the OR is submitted, the Renewed Mayor's Permit shall be submitted on or before the first payment.</i></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 RIRR, 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 RIRR 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 2016 RIRR 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 RIRR 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 RIRR 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>Delivery</p> <p>Delivery of the Services shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Ms. Jeremy G. Dupagan.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements.</p> <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>

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Qty	Delivered, Weeks/Months
1	Provision of Janitorial Services, including the Submission of the Housekeeping Plan (Detailed Technical Specifications).	2	January 1, 2022 to December 31, 2022
2	Provision of Janitorial Services, including the Submission of the Housekeeping Plan (Detailed Technical Specifications).	2	January 1, 2023 to December 31, 2023
3	Provision of Janitorial Services, including the Submission of the Housekeeping Plan (Detailed Technical Specifications).	2	January 1, 2024 to December 31, 2024

* The DBM CAR 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 certify to comply and deliver all the above requirements.

Name of Company/Bidder

Signature Over Printed Name of Representative

Date

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
1	<p>Every year, provide two (2) employees to render Janitorial Services for the DBM-RO for CAR (DBM CAR Office) who are:</p> <ul style="list-style-type: none"> a. Of good moral character and without criminal or police records; b. Physically and mentally fit; and c. Duly trained and skilled to function as janitorial personnel. <p>The Service Provider shall, upon receipt of the Notice of Award, be required to submit the following documents to the DBM ROCAR:</p> <ul style="list-style-type: none"> a. Resumes; b. Training Certificates; c. NBI or Police or Barangay Clearance; d. Medical Certificates (fit to work); and e. Other documents, as may be required 	
2	<p>Provide additional janitorial personnel as may be required by the Procuring Entity for special events/activities.</p>	
3	<p>Make available, at all times, relievers/replacements of janitorial personnel to ensure continuous and uninterrupted services in case of absence of the assigned personnel and inform in writing, the Procuring Entity of such action by the Service Provider at least one (1) day before the scheduled relief.</p> <p>In cases of failure to provide a reliever for absent personnel and non-rendition of prescribed working hours, except when not required by the PE, corresponding deductions for services not rendered shall be imposed.</p>	
4	<p>The Service Provider shall provide the personnel with appropriate uniforms, protective gear, if necessary, and ensure</p>	

	that they shall observe proper personal hygiene and appear neat and clean at all times.	
5	<p>The Service Provider shall provide janitorial services, which shall include, but not limited to:</p> <ol style="list-style-type: none"> a. Cleaning and ensuring the sanitary conditions within the egress and ingress of the DBM Office and/or Cottage, including all floors of the building, inside and outside frontal walls, glass partitions, vertical blinds, counters and other interiors, corridors, stairs and railings, lobbies, posts, sidewalks, pavements, etc.; b. Disposal of trash, rubbish and/or garbage and such other services necessary for sanitation; c. Care, watering and cultivation of indoor and outdoor plants located inside the rooms, halls, stairways and other plants within the premises or the sites mentioned under Item 1 hereof; d. Grass cutting/plant trimming should be done regularly or as the need arises. <p>General cleaning of the DBM Office shall be done on Saturdays unless another day is allowed or requested by the Procuring Entity. General cleaning for the DBM Cottage may also be undertaken upon request by the Procuring Entity.</p> <p>General cleaning entails more thorough cleaning activities of the Office space by using vacuum, waxing floors, rearranging furniture and other sanitation and disinfection jobs which cannot be done on regular office days/hours.</p>	
6	<p>The working period shall be as follows:</p> <p>Regular working hours:</p> <ol style="list-style-type: none"> 1. For 1 personnel: 8 hours from Mondays to Fridays, 7 a.m. to 4 p.m.; and 2. For the other personnel: 8 hours from Mondays to Fridays, 8 a.m. to 5 p.m. 3. For both personnel: 8 hours on Saturdays (as general cleaning day), 8 a.m. to 5 p.m 	

	The DBM ROCAR shall have the right to effect changes in the work schedule of the utility personnel at any time during the contract period, as may be deemed necessary or applicable.																						
7	<p>Work supervision by the Service Provider shall be conducted at least once a month, (i.e., the one-day supervision shall be conducted any day from Monday to Friday).</p> <p>The Service Provider shall assign one (1) of the utility personnel to monitor the progress of accomplishment vis-a-vis the Housekeeping Plan and to report to the Supervisor any issues or concerns.</p>																						
8	<p>Each area shall be cleaned to the service specification as detailed in the table below:</p> <table border="1"> <thead> <tr> <th>Coverage</th> <th>Description of Task</th> <th>Frequency</th> </tr> </thead> <tbody> <tr> <td>Offices/Reception Area/ Hall and Stairways</td> <td>Empty waste bins and wash out, if required</td> <td>Daily</td> </tr> <tr> <td></td> <td>Wipe/clean window shades; clean inside windows; clean door jambs/balusters/handrails; clean glass walls/partitions</td> <td>Once a week</td> </tr> <tr> <td></td> <td>Remove Cobweb (ceiling, lighting fixtures, etc.)</td> <td>Once a month</td> </tr> <tr> <td></td> <td>Wash walls with dirt and stain marks</td> <td>Once a month</td> </tr> <tr> <td></td> <td>Wet cleaning/ dusting/ vacuuming upholstered furniture/office chairs</td> <td>Once a month</td> </tr> <tr> <td></td> <td>Dust Mop/Spot Mop the floors</td> <td>As necessary</td> </tr> </tbody> </table>	Coverage	Description of Task	Frequency	Offices/Reception Area/ Hall and Stairways	Empty waste bins and wash out, if required	Daily		Wipe/clean window shades; clean inside windows; clean door jambs/balusters/handrails; clean glass walls/partitions	Once a week		Remove Cobweb (ceiling, lighting fixtures, etc.)	Once a month		Wash walls with dirt and stain marks	Once a month		Wet cleaning/ dusting/ vacuuming upholstered furniture/office chairs	Once a month		Dust Mop/Spot Mop the floors	As necessary	
Coverage	Description of Task	Frequency																					
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	Remove Cobweb (ceiling, lighting fixtures, etc.)	Once a month																					
	Wash walls with dirt and stain marks	Once a month																					
	Wet cleaning/ dusting/ vacuuming upholstered furniture/office chairs	Once a month																					
	Dust Mop/Spot Mop the floors	As necessary																					

	Damp wipe Office Table and chairs	Daily
	Damp wipe Office Equipment i.e. telephone, filing cabinets, etc.	Daily
Conference Room/ Library	Wash walls, window sills, surrounds and other vertical ledges with dirt and stain marks	Once a month
	Wet cleaning/ dusting/ vacuuming upholstered furniture/office chairs	Once a month
Washrooms and Toilets	Mop clean, disinfect and dry floor	As necessary
	Wash, clean and disinfect urinals and toilet bowls	Daily
	Empty and wash waste bins	Daily
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
DBM Grounds	Clear rubbish from path walks, driveways, parking areas, etc.	Daily
	Water Outdoor plants	Daily or as Necessary
	Trimming of plants	Daily or as Necessary

	<table border="1" data-bbox="339 210 1145 510"> <tr> <td data-bbox="339 210 603 510"></td> <td data-bbox="603 210 954 510"></td> <td data-bbox="954 210 1145 510"></td> </tr> </table> <p>Note:</p> <p>Frequency may be changed during the contract implementation, upon the instruction of the Procuring Entity.</p> <p>“As Necessary” means to be checked once a day and cleaned if necessary.</p> <p>In the performance of its functions, janitorial personnel must consider the following:</p> <ol style="list-style-type: none"> a. Protection of DBM properties from damage or destruction; b. Preservation of confidentiality of DBM records; and c. Proper collection and disposal of garbage. 				
9	<p>The Service Provider shall furnish the Procuring Entity with copies of RF-1 (PhilHealth), R-3 (SSS), and HDMF (PAG-IBIG Fund) remittance lists pertaining to the remittances of its personnel for the immediately preceding month. However, any document shown by the Service Provider as proof of the above remittance may be submitted provided that it is acceptable to the Procuring Entity. This shall be a condition for the payment of monthly billings for services rendered.</p>				
10	<p>Performance evaluation shall be done twice a year covering the evaluation of periods of months of January to June and months of July to November to provide sufficient time for the BAC to conduct termination and procurement procedures if in case the Service</p>				

	<p>Provider fails to achieve a satisfactory level of performance for the two rating periods.</p> <p>The following set of performance criteria shall be used for evaluation:</p> <ol style="list-style-type: none"> a. Quality of Work Delivered; b. Time management; c. Management and availability of personnel; d. Contract Administration and Management; e. Provision of regular progress report; f. Attentiveness to details; and g. Compliance with DBM instructions and policies. <p>Nevertheless, based on the assessment by Procuring Entity, the services of the Service Provider may be terminated for the latter's indiscriminate and willful failure to perform any or all its obligations under the contract following the procedure prescribed under the Guidelines on Termination of Contracts issued by the GPPB</p>	
11	<p>Service Standard:</p> <p>The expected standard after cleaning and waste collection is as follows:</p> <ol style="list-style-type: none"> 1. Office Areas <ol style="list-style-type: none"> a. All surfaces, fixtures and fittings, up to normal cleaning height, should be free from dust, stains and debris; b. All waste bins/receptacles within Technical Divisions and FAD are empty. 2. Washrooms and Toilets <ol style="list-style-type: none"> a. All surfaces, fixtures and fittings, up to normal cleaning height, should be free from dust, stains and debris; b. All sanitary fittings should be free from grime, dirt and smear. <p>The expected standard for supervisors is as follows:</p> <ol style="list-style-type: none"> 1. Makes rounds to check his/her subordinates, provides special cleaning instructions and/or assignments, and ascertain compliance with directives; 2. Conducts inspection to check cleanliness and orderliness of the premises, and informs his/her subordinates of corrections necessary; 	

	<p>3. Determines materials, supplies needed and timely informs the FAD of Procuring Entity of the requirement; and</p> <p>4. Trains subordinates on proper cleaning, methods, use of equipment, safety practices and work regulations</p>	
12	<p>Additional Set of Technical Parameters:</p> <ul style="list-style-type: none"> a. Stability <ul style="list-style-type: none"> a.1 Years of Experience – at least five (5) years in the janitorial business; and a.2 Organizational Set-up – with good and efficient office set-up, personnel, office tools, and equipment. b. Resources: <ul style="list-style-type: none"> b.1 Number and Kind of Equipment and Supplies – with minimum number and kind of equipment and supplies as specified under item 4 of Section VII. Technical Specifications. b.2 Number of Janitors – at least 50 janitors b.3 Number of Supervisors – at least 5 supervisors c. Housekeeping Plans – said Plans must be tailored fit to the service requirements of the Procuring Entity. The Service Provider shall state/enumerate the Housekeeping Plan. The Housekeeping Plan shall be submitted together with the additional documents stated in ITB Clause 29.2 	

***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);
Or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
And
- (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
And
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (e) 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**
- (f) 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**
- (g) 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**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**

- (i) 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

- (j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (k) 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.

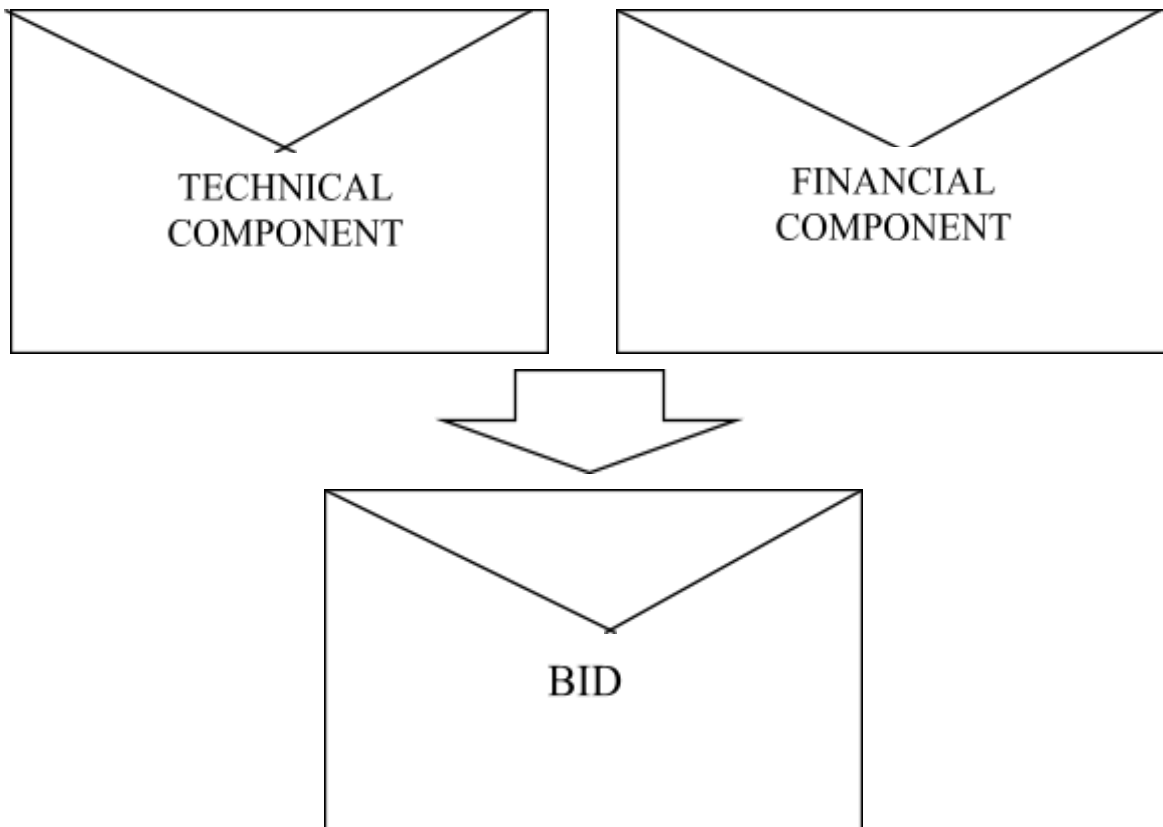
Class "B" Documents

- (l) 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

- (m) Original of duly signed and accomplished Financial Bid Form

MARKING OF ENVELOPES in reference to Sec. 14.1 of the BDS:



DELIVERY OF 3-YEAR JANITORIAL SERVICES FOR FYS 2022 TO 2024
PROJECT ID NO. 2021-10-034

NAME OF BIDDER
ADDRESS OF BIDDER

BAC CHAIRPERSON MARIE CHRISTINE D. ANDAYA
DEPARTMENT OF BUDGET AND MANAGEMENT
CORDILLERA ADMINISTRATIVE REGION

DO NOT OPEN BEFORE: NOVEMBER 16, 2021 1:45PM

Forms

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

BID FORM

Date : _____
Project Identification No. : _____

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

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

If our Bid is accepted, we undertake:

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

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

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

Name and address of agent	Amount	Purpose of Commission or gratuity
---------------------------	--------	-----------------------------------

_____	_____	_____
_____	_____	_____

(if none, state "None")]

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

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

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

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: _____

The prospective bidder shall furnish the Procuring Entity with a breakdown of its Financial Proposal, which includes information such as:

Item No.	Description	2022	2023	2024
		Monthly Cost per Utility Worker (PhP)		
	Amount Directly to Utility Worker			
1	Minimum Wage Rate (MWR)			
2	13th Month Pay			
3	5 Days Incentive Leave Pay			
	TOTAL AMOUNT DIRECTLY TO UTILITY WORKER			
	Amount to Government in favor of Utility Worker			
5	Retirement Benefit (RA 7641)			
6	Social Security Premium			
7	Philhealth Contribution			
8	State Insurance			

9	Pag-Ibig Fund (RA 7742)			
	TOTAL AMOUNT TO GOVERNMENT IN FAVOR OF UTILITY WORKER			
10	Administrative Overhead and Margin (Agency Fee)			
11	Value Added Tax			
	CONTRACT RATE			
	Contract rate for two (2) Utility Workers			
	TOTAL CONTRACT RATE for 12 Months			
	RECAPITULATION			
	BID FOR FY 2022 (PHP)			
	BID FOR FY 2023 (PHP)			
	BID FOR FY 2024 (PHP)			
	TOTAL BID IN PHP (FYS 2022, 2023 AND 2024)			
	TOTAL BID IN WORDS:			

Notes: The above template serves as a guide to the Bidder and shall comply with Labor Standards and the latest wage orders applicable in Baguio City.

The bidder shall fill in the necessary information and round off rates and prices to the nearest two (2) decimal places.

	<p>The Value Added Tax (VAT) shall be computed by multiplying the required VAT percentage by the amount of Administrative Overhead and Margin/Agency Fee, subject to existing tax rules and regulations during the implementation of the Contract.</p> <p>The Financial Proposal submitted by the prospective bidders must consider and provide for wages equivalent to janitorial services performed on regular holidays and special holidays.</p>
<p>Other Contract Conditions</p>	
<p>1</p>	<p>The Contract Rate shown under the Contract Agreement Form or Contract shall be FIXED and shall only be adjusted based on the latest Wage Orders after the signing of Contract by both parties to the Agreement.</p> <p>Any increase in wages by reason of an applicable Wage Order shall be included in the billing statement of the Service Provider and payment thereof shall be made by the Procuring Entity without the need for a new, revised, updated, clarified, or amended Contract.</p>

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:

[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];

[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)];

1. [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;**

1. 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;

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

1. [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;

1. [Name of Bidder] complies with existing labor laws and standards; and

1. [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].

1. [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.

1. 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]

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]

Statement of All On-going Government and Private Contracts, Including Contracts Awarded but not yet Started

Business Name: _____

Business Address: _____

Name of Contract	Date of Contract	Amount of Contract	Amount of all outstanding or uncompleted portions of the ongoing contracts, including amount of awarded contracts yet to be started
<u>Government</u>			
<i>Name of Procuring Entity:</i> _____			
<i>Address of Procuring Entity:</i> _____			
<i>Contact number/s of Procuring Entity:</i> _____			
X-X-X-X-X			
<u>Private</u>			
<i>Name of Procuring Entity:</i> _____			
<i>Address of Procuring Entity:</i> _____			
<i>Contact number/s of Procuring Entity:</i> _____			
X-X-X-X-X			

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

Instructions:

- a) *Name of Contract shall include the following information:*
 - *Name of Procuring Entity;*
 - *Address of Procuring Entity; and*
 - *Contact numbers of Procuring Entity.*
- b) *State ALL ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid from December 1, 2018 to November 15, 2021.*
- c) *Contracts that are similar to the project being bidded in terms of nature and amount shall be prioritized in inclusion in the list.*
- d) *If there is no on-going contract, including contract awarded but not yet started as of the aforementioned period, state none or an equivalent term. This shall not be a basis for disqualification.*
- e) *The total amount of the on-going and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.*

Statement Identifying Bidder's Single Largest Completed Contract (SLCC)

Business Name: _____

Business Address: _____

Name of Contract	Date of Start of Contract	Duration of Contract	Amount of Contract
<u>Government</u>			
<i>Name of Procuring Entity:</i> _____			
<i>Address of Procuring Entity:</i> _____			
<i>Contact number/s of Procuring Entity:</i> _____			
<i>OR</i>			
<u>Private</u>			
<i>Name of Procuring Entity:</i> _____			
<i>Address of Procuring Entity:</i> _____			
<i>Contact number/s of Procuring Entity:</i> _____			

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

Instructions for Annex B:

- a) *State bidder's single largest completed contract from December 1, 2018 to November 15, 2021.*
- b) *Name of Contract shall include the following information:*
 - *Name of Procuring Entity;*
 - *Address of Procuring Entity; and*
 - *Contact numbers of Procuring Entity.*

Attach herewith a copy of Purchase Order or Contract and Certificate of Contract Completion from the Procuring Entity or Statement of Acceptance. Certificates of Completion should reflect at least a satisfactory notation, or any statement of at least satisfactory performance by the End User Unit or Procuring Entity.

