



PHILIPPINE BIDDING DOCUMENTS **(Procurement of GOODS)**

Provision of Janitorial Services for the People's Television Network, Inc.

ITB No. 2023-0002

Government of the Republic of the Philippines

**Sixth Edition
September 2023**

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure projects 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 FOR

Provision of Janitorial Services for the People's Television Network, Inc. ITB No. 2023-0002

1. The People's Television Network, Inc. (PTNI), through the **Corporate Budget** intends to apply the sum of **Four Million Nine Hundred Thirty-Six Thousand Seven hundred Eighty-Two Pesos and 92/100 (Php 4,936,782.92)** being the ABC to payments under the contract for **Provision of Janitorial Services for the People's Television Network, Inc., ITB No. 2023-0002**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The People's Television Network, Inc. (PTNI) now invites bids for the above Procurement Project. Delivery of the Goods (Service) is **One (1) year commencing within Fifteen (15) Calendar Days upon signing of Notice to Proceed** Bidders should have completed, within **Five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) 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 *People's Television Network, Inc. (PTNI)* and inspect the Bidding Documents at the address given below during *office hours (9:00 am to 5:00 pm)*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **9 September 2023** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Thousand Pesos (Php 5,000.00)** The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.

Interested bidders shall pay through any of the following means

- Cashier (In Person)
 - Kindly inform the Secretariat through this number/s 0938-935-3213 upon arrival.
 - Present a COVID-19 vaccination card with booster
- PTNI's Bank Account (Land Bank of the Philippines).
 - Account Name: PTNI
 - Account Number: 3212100497
 - Kindly Email the proof of payment at the email address given below.

6. The *People's Television Network, Inc. (PTNI)* will hold a Pre-Bid Conference on **15 September 2023, 2:00 PM** at **3rd Floor BAC Secretariat Office, PTNI Broadcast Complex, Visayas Avenue, Diliman, Quezon City** and through video conferencing via **Google Meet** which shall be open to prospective bidders.

Google Meeting link: <https://meet.google.com/wun-ecsr-urx>

Kindly take note of the following:

- Interested Bidders may have one (1) representative to physically attend the conference.
 - Observe Minimum Health Protocols.
 - Bring COVID-19 vaccination card with booster.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **27 September 2023, 10:00 AM**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **27 September 2023, 10:30 AM** at the given address below and through video conferencing via Google Meet. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

Google Meeting link: meet.google.com/wbw-hyvx-sgy

Kindly take note of the following:

- Interested Bidders may have one (1) representative to physically attend the activity.
 - Observe Minimum Health Protocols.
 - Bring COVID-19 vaccination card with booster.
10. The *People's Television Network, Inc. (PTNI)* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

BAC Secretariat

People's Television Network, Inc. (PTNI)

3rd Floor, PTNI Broadcast Complex,

Visayas Avenue, Diliman, Quezon City

bacsecretariat@ptni.gov.ph

0938-935-3213

www.ptni.gov.ph

12. You may visit the following websites:

For downloading of Bidding Documents <https://ptni.gov.ph/procurement/>

Procurement forms: <https://www.gppb.gov.ph/downloadables.php>

9 September 2023

BENJAMIN J. ASAKIL

Chairperson, Bids and Awards Committee (BAC)

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *People's Television Network, Inc. (PTNI)* wishes to receive Bids for the ***Provision of Janitorial Services for the People's Television Network, Inc.*** with identification number ***ITB No. 2023-0002.***

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 2023 in the amount of ***Four Million Nine Hundred Thirty-Six Thousand Seven hundred Eighty-Two Pesos and 92/100 (Php 4,936,782.92).***

2.2. The source of funding is: ***Corporate Budget.***

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No. 9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that: 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.

10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *Five (5) years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.

- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until ***One Hundred (120) Calendar Days from the date of opening of bids***. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

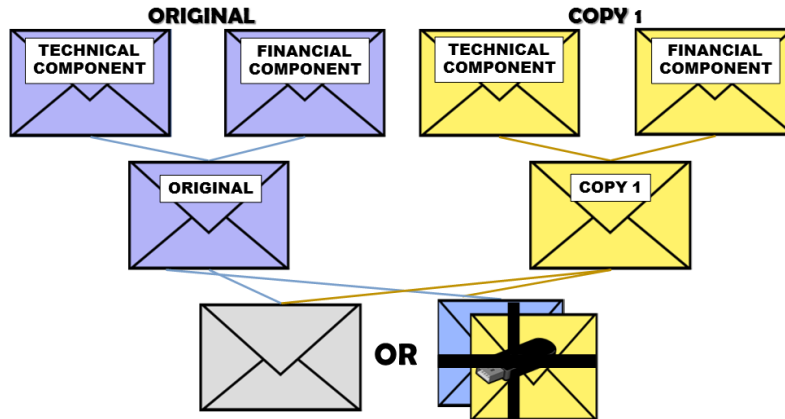
Each Bidder shall submit one copy of the first and second components of its Bid.

As additional requirements, the bidder shall also submit (Copy 1) and an electronic copy in USB Flash Drive (Real PDF, Doc or Docx format) of the first and second components of its Bid. The "Copy 1" shall be stamped "Certified True Copy of the Original" per page with printed name and signature.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

Recommended Sealing of Bids



BENJAMIN J. ASAKIL
 Chairperson
 Bids and Awards Committee
 PTNI Broadcast Complex,
 Visayas Avenue, Diliman, Quezon City

Bid for:
 ITB No.: _____
 Project Title: _____

Submitted by:
 Bidder's Company Name: _____
 Bidder's Contact Details: _____

"DO NOT OPEN BEFORE (the date and time of opening of bids)"

A bidder may, through a letter, withdraw its bid before the deadline for the receipt of bids. Withdrawal of bids after the applicable deadline shall be subject to appropriate sanctions as prescribed in this IRR. A bidder may also express its intention not to participate in the bidding through a letter which should reach and be stamped received by the BAC before the deadline for the receipt of bids. A bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows: One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

| ITB Clause | |
|-------------------|---|
| 5.3 | For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. <i>Provision of Janitorial Services</i> b. completed within <i>Five (5) years</i> prior to the deadline for the submission and receipt of bids. |
| 7.1 | <i>Subcontracting is not allowed.</i> |
| 12 | The price of the Goods shall be quoted DDP <i>Quezon City</i> or the applicable International Commercial Terms (INCOTERMS) for this Project. |
| 14.1 | The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than <i>two percent (2%) of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than <i>five percent (5%) of ABC</i> if bid security is in Surety Bond. |
| 19.3 | <i>Not Applicable</i> |
| 20.2 | <i>Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS)</i> |
| 21.2 | <i>No additional contract documents relevant to the Project is required by existing laws and/or the Procuring Entity</i> |

Section IV. General Conditions of Contract

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

| GCC Clause | |
|-------------------|---|
| 1 | <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is:</p> <p style="text-align: center;"><i>Ronaldo N. Yjares - Head, General Services</i></p> <p>Delivery and Documents – No further instructions.</p> <p>Incidental Services – No further instructions.</p> <p>Spare Parts – No further instructions.</p> |
| | <p>Packaging – No further instructions.</p> <p>Transportation – No further instructions.</p> <p>Intellectual Property Rights – No further instructions.</p> |
| | <p>Regular and Recurring Services – The contract 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> |
| 2.2 | <p>The terms of payment shall be as follows: <i>The Contractor shall submit a monthly billing statement.</i></p> <p><i>Payment shall only be made within fifteen (15) working days after the appropriate documents and procedures or the likes, as mandated by existing government rules and regulations, have been complied with by the Procuring Entity.</i></p> |
| 4 | <p>The inspections and tests that will be conducted are: <i>None</i></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 No. | Description/ Particulars | Quantity | Delivery |
|-----------------|---------------------------------|-----------------|---|
| 1 | Janitors/ Janitress - 14 | 15 pax | One (1) year commencing within Fifteen (15) Calendar Days upon signing of Notice to Proceed |
| | Working Supervisor - 1 | | |

Section VII. Technical Specifications

| Item No. | Description/Specification | Statement of Compliance |
|----------|--|-------------------------|
| 1 | Qualification of Contractors | |
| | <ul style="list-style-type: none"> a. Must be a duly licensed and registered Service Contractor supported by a certificate issued by the Department of Labor and Employment. b. Must present a Client Satisfaction Rating/Certification from at least three (3) government agencies or private agencies with which the contractor has a past or ongoing contract. The certification should be issued 30 days before the opening of bids. c. Must be based in Metro Manila. | |
| | Stability of the Company | |
| | <ul style="list-style-type: none"> a. Years of Experience Has been in the business for five (5) years b. Organizational Set-up Submit a list of key officials, incorporators, or stockholders | |
| | Resources | |
| | <ul style="list-style-type: none"> a. Submit a list of Cleaning Equipment and Supplies including quantity and kind. b. List of Janitors/Supervisors c. Submit certification that the personnel to be employed to PTNI is in accordance with the qualifications required: Janitors: <ul style="list-style-type: none"> • With at least one (1) yr. janitorial/housekeeping experience and has acquired skills in the operation of various janitorial/housekeeping supplies, tools and equipment as evidenced by a certificate of employment & recommendation from contractor • Must be physically fit to work and be able to assist in hauling of office furniture, equipment, supplies and materials • Must be able to read and write • At least elementary graduate • With at least 2 janitors who can operate various fogging machines and the like. Supervisor: <ul style="list-style-type: none"> • With at least three (3) yrs. janitorial/housekeeping experience and has acquired skills in the operation of various janitorial/housekeeping supplies , tools and equipment as evidenced by certificate of employment and recommendation from contractor • With at least one (1) year of relevant supervisory experience as evidenced by certificate of employment and recommendation from contractor • Must be physically fit to work and be able to assist in hauling of office furniture, equipment, supplies and materials • Preferably completed vocational course or 2 years in college. | |
| | <ul style="list-style-type: none"> a. Submit company policy on recruitment/selection criteria of supervisors and janitors b. The contractor shall submit a certification that they will provide a | |

| | | |
|--|--|--|
| | <p>complete Identification Card, required uniforms, personal protective gear to all janitorial services personnel.</p> <p>c. The contractor shall submit an undertaking stating compliance with the terms stated in Annexes A, B, C, and D.</p> | |
|--|--|--|

“Annex A”

DUTIES AND RESPONSIBILITIES OF JANITORS AND SUPERVISOR

I. Supervisor

1. Supervises and monitors personnel in the performance of their designated areas as to cleanliness, sanitation and safety;
2. Conduct inspection to check cleanliness and orderliness of the premises and inform his/her subordinates of corrections if necessary;
3. Schedules work assignment, set priorities and directs the work of janitorial personnel in coordination with the Head of General Services;
4. Ensures submission of the following to the Head of General Services
 - Weekly Work Activity Plan –to be submitted every Monday
 - Work Program for General Cleaning and other related janitorial services- to be submitted every Friday
 - Accomplishment Report of the General Cleaning Work – to be submitted on Monday
 - Monthly Inventory Report of Janitorial tool, equipment and supplies–to be submitted every first week of the succeeding month
 - All data indicated in the required forms are subject for the approval of PTNI .
5. Evaluates and certifies janitorial personnel performance through the review of completed work assignments and techniques
6. Ensures the implementation of labor relations and condition especially of health and safety of janitorial personnel are observed and maintained;
7. Ensures that all janitorial personnel are in proper uniform and in personal protective gear at all times;
8. Trains janitorial personnel on proper cleaning, methods, use of equipment , safety practices and work regulations;
9. Conduct investigation and submit report on complaints;
10. Perform other services necessary or desirable for the cleanliness, Sanitation, maintenance and safety of the office premises of PTNI Officers, Employees, and visitors.

II. Janitor Personnel

1. Cleans of all horizontal and vertical surfaces such as floors, ramp walls, window ledges, window panel, blinds , doors, ceiling etc;
2. Sweeps , mops, sanitizes (dry and wet) of horizontal surfaces;
3. Sweeps, mops , sanitizes (dry and wet) of stairway, hallways lobbies and corridors;
4. Cleans, wipes, disinfects, dusts-off and/or polishes furniture, office tables, glass tops, fixtures, equipment, appliances, diffusers, window ledges, counters, glass partitions, and doors/door knobs;
5. Cleans, sanitizes and disinfects all comfort rooms, toilet bowls, urinals, commodes, kitchen , wash rooms and wash basins with

- detergents/cleanser/disinfection solutions;
6. Replenishes tissue paper, liquid soaps in comfort rooms and ensures its continuous supplies at all times;
 7. Empties, collects and cleans trash receptacles and waste containers and disposal of trash to Materials Recovery Facility area and ensures compliance with RA 9003 when dumping garbage and waste;
 8. Keeps stairways and entrances from obstructions;
 9. Waters indoor and outdoor plants, damp-wiping of artificial plants and flowers;
 10. Wipes window sills, window panes, glass mirrors, door and door frames;
 11. Cleans, removes spots of carpeted room using vacuum cleaner ;
 12. Washes dishes, glasses ,utensils , table cloths, seat cover and office fabric as necessary especially during meetings and special events;
 13. Informs Building Administrator and/or the Head of General Services , of any building defects such as busted bulbs, leaking faucets/cracked wall plaster, unsafe conditions and/or any unusual activity within the building and its surroundings
 14. Assists in movement of furniture, equipment, supplies and materials as may be necessary and only upon the instruction of the Head of General Services;
 15. Performs other services necessary or desirable for the maintenance of office premises, safety of PTNI employees and visitors

“Annex B”

CONTRACTOR’S RESPONSIBILITIES

1. The Contractor shall make available relievers and/or replacements at all times to ensure continuous and uninterrupted services;
2. The Contractor shall pay its personnel not less than the minimum wage other benefits mandated by the Law. The Contractor shall comply with the laws governing labor standards and employee’s compensation.
3. The Contractor’s personnel shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standards and established safety regulations, rules and practices;
4. The Contractor shall provide the personnel with appropriate uniforms, protective gear, if necessary, and ensure that they shall observe proper personal hygiene and appear neat and clean at all times;
5. The Contractor shall ensure that safety shall be the first priority in the performance of its function, and avoid the creation of safety hazards both in the condition of the work performed and while doing the work;
6. The Contractor shall bear the cost of repair and maintenance of all tools, devices and equipment required by PTNI;
7. The contractor and its service personnel including supervisor deployed at PTNI shall agree to abide by its performance and security requirements in general and in the divisions/office where they are assigned at all times; and comply promptly with the directives, instructions and existing rules and regulations of PTNI. For this purpose, all service personnel shall attend an orientation or briefing to be conducted by Administrative office before they are allowed to work at PTNI;
8. The employees of the contractor are not employees of PTNI neither is there an employer-employee relationship between PTNI and the Contractor, Consequently. PTNI shall deal exclusively and directly with the contractor or its duly authorized representative in all matters regarding the contract;
9. The Contractor shall immediately upon receipt of request and verification replace any service personnel who may be found and considered undesirable and incompetent by the end-user. The Contractor, however, shall abide by the procedural and substantive requirements of the Labor Code of the Philippines.
10. The Contractors shall provide the required janitorial services in accordance with the scope of service/work, standards, methodology, approved janitorial plan and manpower complement and deployment;
11. The Contractor shall submit to the Head of General Services not later than 4:00 pm each day the Daily Toilet Cleaning Checklist signed by the Contractor’s authorized personnel and end-user’s respective supervisors;
12. The Contractor may ventilate their problems or difficulties encountered during the period of the contract as well as give suggestions or recommendations to improve relationship with PTNI;
13. The Contractor shall faithfully comply with all laws, rules and regulations pertaining to the employment of labor, existing or which hereafter may be enacted including but not limited to the Minimum Wage Law, Labor Code of the Philippines, Social Security Law, Employees Compensation and State Insurance Fund, Philippines Health Insurance Fund, and Home Development Mutual Fund;

14. All obligations under the provisions of the SSS, Employees Compensation and other related pertinent status presently in force and effect shall be paid and updated;
15. The Contractor shall assume full responsibility on any claim for any compensation on injuries from accidents of the service personnel it assigned to PTNI in connection with the performance of their duties and shall free the PTNI for any legal suit or liabilities in connection therewith.
16. The Contractor shall assign a Roving Supervisor, at no additional cost to PTNI, aside from the Janitorial Personnel, to monitor the performance of the janitors and handle the consolidation of daily time records.
17. The Contractor shall submit a proposed housekeeping plan for both exterior and interior parts of the building.

“Annex C”

SCHEDULE OF PROGRAM OF ACTIVITIES

Daily Routine Services (Indoor)

- Cleaning of all horizontal and vertical surfaces such as floors, ramp walls, windows, window ledges, window panels, vertical blinds, railing doors, ceiling, etc.;
- Sweeping, mopping and sanitizing (dry and wet) of horizontal surfaces;
- Sweeping, mopping, sanitizing (dry and wet) of stairways, hallways lobbies and corridors;
- Cleaning, wiping, disinfecting, dusting-off and/or polishing of furniture, office tables, glass tops, fixture, equipment, appliances, diffusers, window ledges, counters, glass partitions and doors/door knobs;
- Cleaning, sanitizing and disinfecting of all comfort rooms, toilet bowls, urinals, commodes, kitchens, wash rooms and wash basins with detergents/cleanser and removal of spots or stains from floors and other surfaces;
- Emptying, collecting and cleaning of trash receptacles and waste containers and disposal of trash to the trash storage areas;
- Keeping the stairway and entrances from obstructions;
- Watering of indoor plants and stems of fresh flowers, damp-wiping of artificial plants and flowers, ridding its pots and planters boxes;
- Wiping of window sills, window panes, glass mirrors, aluminum/stainless and steel frames and doors;
- Wiping of tables, chairs, steels and wooden cabinets, electric fans, telephone instruments and other equipment;
- Thorough cleaning of all glass panels, glass doors, glass window and glass walls by means of the approved glass cleaners; and
- Thorough cleaning of stairs and fire exits.

Daily Routine Services (Grounds/Garden)

- Sweeping of driveways, rooftop, concrete pavements, premises of building and parking areas;
- Sweeping and cleaning rubbish and leaves in the surroundings;
- Emptying and cleaning waste/trash cans in the premises;
- Pulling of weeds;
- Watering of plants; and
- Hose washing and sweeping with hard broom all cement grounds.

Daily Services (Offices)

- Sweeping, mopping, spot scrubbing, waxing and polishing of all floors, shall be serviced continuously during hours of public use to guarantee cleanliness;
- Cleaning, sanitizing and disinfecting of all comfort rooms, wash rooms with the use of high quality resources, wash basins, urinal and toilet bowls with the most efficient disinfectant;
- Dusting and cleaning of all glass tops, inside and outside windows and doors, window ledges, air vent partitions, furniture and fixtures which requires specialized maintenance;

- Disposal of trash, rubbish and garbage from the confines of the buildings to receptacles provided for the purpose;
- Reporting of all breakage, electrical malfunctions and other deficiencies that require the attention of the administration;
- Sweeping soft carpets and tiles, polishing of tiles and marble floors, mopping and wet wiping of entrance floors, degreasing and disinfecting of surfaces when necessary;
- Spot cleaning , care and maintenance of cleaning machines and other cleaning equipment, cleaning of supply room and removal of cobwebs; and
- Regular cleaning of walls, mirrors by janitors/janitresses assigned in a particular area and making sure that all doormats are clean and dry.

Weekly Routine Services

- Washing, scrubbing, waxing and polishing of all floors;
- Washing of the inside glass windows;
- Thorough cleaning, waxing and polishing of trash receptacles;
- Wash all garbage cans with soap and water;
- Wash light diffusers, front and back of the glass doors and windows;
- Clean thoroughly all venetian blinds and refrigerators, if any;
- General cleaning of walls and stripping of floor of offices, hallways and stairways;
- Thorough cleaning, dusting and damp-wiping of vertical surfaces such as walls, partitions, windows, doors and glass walls;
- Thorough sanitizing and disinfecting of all comfort rooms, wash rooms with the use of high quality resources, wash basins, urinal and toilet bowls with the most efficient disinfectant;
- Thorough dusting-off and cleaning of office furniture and equipment;
- Cleaning and polishing of internal and external part of windows and panels, chandeliers and other lighting fixtures and brass signage;
- Washing and drying of rubber matting;
- General cleaning of (washing with detergents) of trash cans/bins;
- Trimming ornamental plants/grasses; and
- Applying insecticides and cutting dry leaves.
- Disinfection using a fogging machine to all studios, rooms, and offices.

Monthly Routine Services

- Cleaning and dusting of open top areas of lockers, cleaning vertical surfaces of furniture, scrubbing of walls and tracheas of open ceiling, stripping, sealing and furnishings of floors;
- Thorough cleaning, sanitizing, scrubbing and disinfecting of comfort rooms, toilet fixtures, lavatories and wash rooms with the use of high quality resources and equipment;
- Dusting and removing of cobwebs from ceiling of the premises;
- Cleaning of ornamental plants and polishing of metal signs;
- General cleaning of draperies and blinds;
- Disinfecting and sanitizing of all comfort rooms;
- Performing functions during meetings and other special activities/occasions such as but not limited to cleaning the conference rooms, serving snacks and washing of

- items/materials used during meetings;
- Carrying, transporting or moving of office furniture, equipment and supplies within the PTNI premises;
 - Fetching water and filling of containers when water is not available;
 - Reporting of any damage to pipe plumbing water and toilet facilities, electrical installation, damaged furniture and fixture which needs immediate repair;
 - Putting of rat baits and removing dead rats in areas where traces of infestations are seen; and
 - Shampooing of carpets as required and as maybe directed by the office head concerned.
 - **OTHER JANITORIAL ACTIVITIES** and related services that may be assigned from time to time by the PTNI officials and employees upon approval from the Head of General Services.

“Annex D”
CLEANING SUPPLIES, TOOLS, AND EQUIPMENT

The Contractor must ensure that its complement shall always be equipped with the following tools:

| Equipment/tools | Qty. |
|---|------|
| Heavy Duty Floor Polisher 16” or 18” with accessories | 3 |
| Wet and Dry Vacuum | 3 |
| Mop Squeezer w/ Bucket | 5 |
| Caution Sign with Accessories | 9 |
| Aluminum Ladder 8 ft. | 1 |
| Heavy Duty Extension Cord | 3 |
| Guard Hose 5/8” x 50 | 1 |
| Expandable Pole | 1 |
| Pressure Washer and Hose | 1 |
| Extension Wire | 3 |
| High Pressure Portable Washer | 1 |
| Garbage Hauler | 3 |
| Push Cart/ Utility Cart (Heavy Duty) | 12 |
| Marble Buffing Equipment (Reg. Size) | 2 |

| Tools | Description | Qty. |
|--------------------------|--------------------------------|------|
| Toilet Bowl Pump | Standard Size | 6 |
| Toilet Bowl Brush | Plastic Handle – Standard Size | 10 |
| Steel Brush | Standard Size | 10 |
| Soft Broom | Standard Size | 12 |
| Stick Broom | Standard Size | 10 |
| Ceiling Broom | Standard Size | 3 |
| Mop Handle | Aluminum Handle | 12 |
| Mop Head | Nylon Thread | 22 |
| Dustpan | Plastic- Standard Size | 12 |
| Push Brush | Standard Size | 3 |
| Spray Bottle | 500ml | 12 |
| Pail | 10 liters | 12 |
| Plastic Dipper | | 30 |
| Glass Squeegee | Large w/handle | 12 |
| Spatula | Metal w/rubber handle | 12 |
| Feather Duster | Standard Size | 12 |
| Hand Sanitizer Dispenser | | 27 |

| Consumables and Supplies | Description | Qty. |
|---------------------------------|--|-------------|
| Sponge | Combination of Scrubbing pad and foam – regular size | 75 |
| Round Cloth Rags | Regular Size– in Kilograms | 5 |
| Flannel Rags | Rectangular – 12”x18” | 15 |
| All Purpose Cleaner | 1 Gallon | 3 |
| Powder Soap | 1 Kilo Bag | 30 |
| Bleaching Solution/Disinfectant | 1 Gallon Bottle | 3 |
| Furniture Polish | 1 Gallon Bottle | 8 |
| Fabric Conditioner | 1 Gallon Bottle | 3 |
| Complete Wax | 1 Gallon Bottle | 3 |
| Dishwashing Liquid | 1 Gallon Bottle | 8 |
| Hand Gloves | Heavy Duty | 27 |
| Garbage Bags | Transparent (Small) | 3750 |
| Garbage Bags | Extra Large | 400 |
| Tissue for Comfort Rooms | White Color, Unscented. 2-ply | 400 |
| Toilet Bowl Cleaner | Bottle | 3 |
| Glass Cleaner Liquid | Liquid, 1 Gallon Bottle | 3 |
| Deodorant Cake | | 45 |
| Metal Polish | can | 1 |
| Disinfectant | 1 Gallon Bottle | 8 |
| Hand Pad | Green Rectangular Scrubbing Pad | 30 |
| Polishing Pad | White 16” diameter round | 10 |
| Scrubbing Pad | Green 16” | 2 |
| Liquid Hand Soap | 1 Gallon Bottle | 8 |
| Air Freshener | Can | 30 |
| Doormat | Rectangular shape standard size 20” x 12” | 30 |
| Insecticide | Regular Size (Spray Can) | 15 |
| Hand Sanitizer/ soap | 200 mL Bottles | 100 |
| Steel Wool | Boxes | 5 |

The Contractor shall provide samples of supplies for inspection and approval.

Section VIII. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the 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.

Additional Documents

- (g) Certificate issued by the Department of Labor and Employment that the bidder is a duly licensed and registered Service Contractor.
- (h) Client Satisfaction Rating/ Certification from at least three (3) government agencies or private agencies with which the contractor has a past or ongoing contract. The certification should be issued 30 days before the opening of bids.
- (i) List of key officials, incorporators, or stockholders
- (j) List of owned cleaning Equipment and Supplies including quantity and kind.
- (k) List of Janitors and Supervisors
- (l) Certification that the personnel to be employed to PTNI is in accordance with the qualifications required
- (m) Company policy on recruitment/selection criteria of supervisors and janitors
- (n) Certification that they will provide a complete Identification Card, required uniforms, personal protective gear to all janitorial services personnel.
- (o) Undertaking stating compliance with the terms stated in Annexes A, B, C, and D.

Financial Documents

- (p) 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

- (q) 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

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

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

- (t) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (u) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Forms

Bid Securing Declaration Form

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

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

BID SECURING DECLARATION **Project Identification No.: *[Insert number]***

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

[Jurat]

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and

the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

[Letterhead of the Bidder]

***Statement of ALL ongoing government and private contracts
(Including contracts awarded but not yet started)***

NAME OF THE PROJECT :

BIDDER's COMPANY NAME :

COMPANY ADDRESS :

| Item No. | Name of Contract Date of Contract Contract Duration | Owner's Name and Address/ Party Contracting with Bidder | Kinds of Goods | Amount of Contract Value of Outstanding Contracts | Date of Delivery |
|-------------------|---|--|----------------|--|------------------|
| GOVERNMENT | | | | | |
| | a) b) c) | | | a) b) | |
| PRIVATE | | | | | |
| | a) b) c) | | | a) b) c) | |

Instructions:

1. Indicate the correct and complete information required for each contract.
2. Date of Delivery indicates the projected date/s provided in their respective contracts.
3. In case there are no ongoing contracts, put N/A or None.

Submitted by: _____
(Printed Name and Signature)

Designation: _____

Date: _____

[Letterhead of the Bidder]

Statement of the bidder's Single Largest Completed Contract (SLCC)

NAME OF THE PROJECT :

BIDDER's COMPANY NAME :

COMPANY ADDRESS :

| Name of Contract Date of Contract Contract Duration | Owner's Name and Address/ Party Contracting with Bidder | Definition or description of the similar project or major categories of work | Amount of Completed Contract | Date of Delivery |
|--|--|---|---|-----------------------------|
| | | | | |

Instructions:

1. Indicate the correct and complete information required for each contract
2. **Attach End-user's Acceptance OR Official Receipt(s) OR Sales Invoice issued for the contract.**

Submitted by : _____
(Printed Name and Signature)

Designation : _____

Date : _____

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: _____

Price Schedule for Goods Offered from Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ___ of ___

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|------|-------------|-------------------|----------|-------------------------|---|--|--|---|--|
| Item | Description | Country of origin | Quantity | Unit price EXW per item | Transportation and all other costs incidental to delivery, per item | Sales and other taxes payable if Contract is awarded, per item | Cost of Incidental Services, if applicable, per item | Total Price, per unit (col 5+6+7+8) | Total Price delivered Final Destination (col 9) x (col 4) |
| | | | | | | | | | |

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

NOTE: under Sec 32.2.1 (a) of RA9184 "Unless the Instructions to Bidders specifically allow partial bids, bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. **Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) or dash (-) for the said item would mean that it is being offered for free to the Government "**

Price Schedule for Goods Offered from Abroad
[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. _____ Page ___ of ___

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|------|-------------|-------------------|----------|--|---|--|--------------------------------------|---------------------------------------|
| Item | Description | Country of origin | Quantity | Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination) | Total CIF or CIP price per item (col. 4 x 5) | Unit Price Delivered Duty Unpaid (DDU) | Unit price Delivered Duty Paid (DDP) | Total Price delivered DDP (col 4 x 8) |
| | | | | | | | | |

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

NOTE: under Sec 32.2.1 (a) of RA9184 “Unless the Instructions to Bidders specifically allow partial bids, bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a “0” (zero) or dash (-) for the said item would mean that it is being offered for free to the Government”

