

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Early Procurement for the Provision of Personnel Services for C.Y. 2021

*(Building Administrator, Clerk, Housekeeping,
Driver/Messenger, and Messenger)*

PMO-01–2021

Government of the Republic of the Philippines

**Sixth Edition
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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv)

construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of

equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I

Invitation to Bid



INVITATION TO BID
PROVISION OF PERSONNEL SERVICES
(Building Administrator, Clerk, Housekeeping, Driver/Messenger, and Messenger)

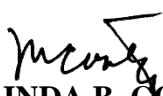
1. The Administrative Division of the Privatization and Management Office (PMO), through the General Appropriations Act FY 2021 and its Corporate Fund FY 2021 intends to apply the sum of Eight Million Pesos (P8,000,000.00), being the Approved Budget for the Contract (ABC) to payments under the contract for Provision of Personnel Services for C.Y. 2021 with Procurement Reference No. PMO-01-2021. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The PMO, through its Privatization and Management Office – Bids and Awards Committee (PMO-BAC) now invites bids for the Early Procurement of the above Procurement Project. Duration of the contract is for a period of one (1) year (January to December 2021) commencing on the date as indicated on the Notice to Proceed. Bidders should have completed, within the last two (2) 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.
 - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. A complete set of Bidding Documents may be acquired by interested bidders starting on **18 November 2020, Wednesday from 7:00 A.M. to 2:00 P.M., Mondays to Fridays, except Wednesdays and Holidays from the PMO-BAC Secretariat at the the Privatization and Management Office, 104 Gamboa St., Legaspi Village, Makati City** and upon payment of the fee, pursuant to the latest Guidelines on the Sale of Bidding Documents issued by the GPPB, in the amount of **Eight Thousand Pesos (Php8,000.00)**. It can also be downloaded free of charge at the PhilGEPS and PMO websites, however, payment of Bidding Documents fee must be made before the deadline for submission and receipt of bids. The Bidder shall present its proof of payment during the bid opening.

5. The PMO-BAC will hold a Pre-Bid Conference on **26 November 2020, Thursday at 10:00 A.M.** through videoconferencing via Zoom. Zoom link shall be provided to prospective bidders. Prospective Bidders shall signify their interest to join the Pre-Bid Conference by sending their expression of interest through the PMO-BAC Secretariat at the given email address below.
6. Bids must be duly received by the PMO-BAC Secretariat through manual submission at the **Ground Floor of the Privatization and Management Office, 104 Gamboa St., Legaspi Village, Makati City** on or before **10 December 2020, Thursday, 10:00 A.M.** Late bids shall not be accepted.
7. Each Bidder shall submit two (2) copies of the first and second components of its Bid sealed in one (1) envelope. A scanned copy of the Bids shall be presented by the Bidder, through screen sharing, during the scheduled opening of bids for verification purposes.
8. All Bids must be accompanied by a Bid Security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
9. Bid opening shall be on **10 December 2020, Thursday, 10:00 A.M.** through videoconferencing via Zoom. Bids will be opened in the presence of the bidder or its representative/s duly authorized to attend the activity also through Zoom Videoconference. Zoom link shall be provided to the Bidders upon receipt of their Bid. Bidders are required to email to the BAC Secretariat during the scheduled opening of bids a scanned copy of the original copy of the documents submitted.
10. The PMO-BAC reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. PMO – BAC shall not compensate or indemnify Bidders or any other person for any expenses incurred in the preparations of bids.
12. Interested bidders may obtain further information from the PMO-BAC, through the PMO-BAC Secretariat, during office hours from 7:00 A.M. to 2:00 P.M., Mondays to Fridays, except Wednesdays and Holidays, at the following contact details:

Telephone Number: 8893-7096

Email Address: BAC@pmo.gov.ph.

Issued this 18th day of November, 2020.


MELINDA B. CORTEZ
Chairperson, PMO-BAC

Section II

Instructions to Bidders

1. Scope of Bid

The Procuring Entity, PMO wishes to receive Bids for the Provision of Personnel Services with identification number PMO-01-2021.

The Procurement Project (referred to herein as “Project”) is composed of One (1) Lot Provision of Personnel Services (Building Administrator, Clerk, Housekeeping, Driver/Messenger, and Messenger), the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for FY 2021 in the amount of Eight Million Pesos (P8,000,000.00).

2.2. The source of funding is:

NGA, the National Expenditure Program and its Corporate Fund FY 2021

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 exceeding those allowed under the rules may participate

pursuant to:

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- .
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-Expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
 - 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

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 and/or through videoconferencing/webcasting 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 the last two (2) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

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

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in:

- a. Philippine Pesos.

14. Bid Security

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

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Term of Reference)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as one Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III

Bid Data Sheet

Bid Data Sheet

| ITB Clause | |
|------------|--|
| 5.3 | <p>Interested bidders must be engaged in the personnel services business (providing Building Administrator, Clerk, Housekeeping, Driver/Messenger, and Messenger) for the last ten (10) years prior to the submission of the bids. For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. equivalent to at least fifty percent (50%) of the ABC. b. completed within last two (2) years prior to the deadline for the submission and receipt of bids. |
| 7.1 | Subcontracting is not allowed. |
| 12 | Not Applicable |
| 14.1 | <p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than <u>160,000.00</u> if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than <u>400,000.00</u> if bid security is in Surety Bond. <p>If the bidder opts to submit a surety bond, a surety bond issued by the Government Service Insurance System (GSIS) is preferred.</p> |
| 19.3 | One lot of Provision of Personnel Services (Building Administrator, Clerk, Housekeeping, Driver/Messenger, and Messenger) for calendar year 2021 with an ABC of Eight Million Pesos (P8,000,000.00). |
| 20.1 | None |
| 21.2 | None |

Section IV

General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project. In addition to tests in the **SCC**, Section IV (Technical Specification) shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V

Special Conditions of Contract

Special Conditions of Contract

| GCC Clause | |
|------------|--|
| 1 | <p>Delivery and Documents:</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements) and Section VII. (Terms of Reference).</p> <p>Incidental Services:</p> <p>Provisions for free use of equipment and tools, consumable supplies and other complements necessary or appropriate for the performance of personnel services, and such other obligations of the Supplier covered under the contract.</p> |
| 2 | Payment shall be made in Philippine Peso |
| 2.2 | Services rendered by the supplier shall be paid on a monthly basis. Payments shall be processed within thirty (30) calendar days upon receipt of billing and other supporting documents. |
| 3 | <p>The Performance Security shall remain valid for the duration of the contract or at least one (1) year from the effectivity of the Contract</p> <p>There should be no pending claim for non-payment of wages, salary differential or whatever monetary claims for the Supplier's personnel services to the extent of the work performed under the Contract.</p> |
| 4 | No further instruction. |

Section VI

Schedule of Requirements

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 | Quantity | Total | Delivered, Weeks/Months |
|--|--|----------|---------|---|
| Personnel | | | | |
| 1 | Building Administrator | 1 | 1 | Render 8 hrs./day, 5 days a week (Monday to Friday) |
| 2 | Clerk | 7 | 7 | Render 8 hrs./day, 5 days a week (Monday to Friday) |
| 3 | Housekeeping | 17 | 17 | Render 8 hrs./day, 6 days a week (Monday to Saturday) |
| 4 | Driver/Messenger | 4 | 4 | Render 8 hrs./day, 5 days a week (Monday to Friday) |
| 5 | Messenger | 3 | 3 | Render 8 hrs./day, 5 days a week (Monday to Friday) |
| FREE Use of Equipment for Housekeeping Requirements | | | | |
| 1 | Floor Polisher (16", HD, Diameter, 1 HP, 220 volts) with Nylon Brush or Pad Holder | 4 units | 4 units | Upon start of Contract |
| 2 | Vacuum Cleaner (wet & dry, 220 volts , Heavy duty with complete accessories) | 4 units | 4 units | Upon start of contract |
| Provision of Non-Consumable Supplies | | | | |
| 1 | Floor sign "CAUTION" Yellow color (Size 37"H, D:38" x 12 x ½) | 12 pcs | 12 pcs | Upon start of contract |
| 2 | Aluminum Step Ladder (8 Feet) | 2 pcs | 2 pcs | Upon start of contract |

| | | | | |
|----|--|--------|--------|------------------------|
| 3 | Water Hose with coupling (size $\frac{3}{4}$ Diameter) 50 Feet | 2 pcs | 2 pcs | Upon start of contract |
| 4 | Plastic Pail with dipper | 12 pcs | 12 pcs | Upon start of contract |
| 5 | High dusting broom | 12 pcs | 12 pcs | Upon start of contract |
| 6 | Mop Squeezer | 12 pcs | 12 pcs | Upon start of contract |
| 7 | Window Glass Squeegee Set with blade – 35 cm. | 4 sets | 8 sets | Semi-annual |
| 8 | Putty Knife | 12 pcs | 12 pcs | Upon start of contract |
| 9 | Plastic Dust Pan | 12 pcs | 12 pcs | Upon start of contract |
| 10 | Soft broom | 12 pcs | 24 pcs | Semi-annual |

Section VII

Terms of Reference

Terms of Reference

Section 1. SERVICES

1.1. The SERVICE PROVIDER agrees to supply PMO with personnel services (Building Administrator, Clerk, Housekeeping, Driver/Messenger, and Messenger) such as those enumerated below:

Building Administrator:

Qualifications:

1. He must be a licensed engineer (civil/electrical);
2. Minimum of one (1) year experience in engineering;
3. Must have a valid and current Police/NBI clearance;
4. Must submit a latest Barangay Clearance issued by the Barangay Chairman

Specifications:

1. Maintaining a safe environment with proper lighting, signage, and disability access.
2. Drafting and updating emergency plans and evacuation procedures.
3. Overseeing security, fire prevention, and other safety systems.
4. Scheduling regular building maintenance and janitorial services.
5. Perform other functions as maybe assigned by his/her immediate supervisor.
6. Must wear proper office attire.

Clerk:

Qualifications:

1. At least college level of education with thorough knowledge of computer operations and programs.
2. Minimum of one (1) year in clerical work;
3. Must have a valid and current Police/NBI clearance;
4. Must submit a latest Barangay Clearance issued by the Barangay Chairman.

Specifications:

1. Provide technical and administrative support to his/her assigned division/office.
2. Perform scanning, encoding, inventory and digitization of records.
3. Perform other functions as may be assigned by his/her immediate supervisor.

Housekeeping:

Qualifications:

1. At least high school level of education;
2. Minimum of one (1) year experience in housekeeping;
3. Must have a valid Police/NBI Clearance;

4. Must submit a latest Barangay Clearance issued by the Barangay Chairman.

Specifications:

1. Daily Routine Operation
 - a. Sweeping, mopping, spot scrubbing, waxing and polishing of all floors, shall be serviced continuously during hours of public use to guarantee cleanliness;
 - b. Dusting and cleaning of all glass tops, doors window ledges, air vents and partitions, furniture and fixtures that requires specialized maintenance;
 - c. Cleaning and sanitizing of toilets and washrooms which includes the use of special cleaning and sanitizing agents in the wash basin and toilet bowls;
 - d. Disposal of trash, rubbish and garbage from the premises to receptacles provided for such purpose;
 - e. Disinfecting, cleaning and dusting of machine equipment, tabletops, horizontal and vertical surfaces;
 - f. Fogging of toilets and certain areas with deodorant and air fresheners; and
 - g. Reporting of all breakages, electrical malfunctions and other breakdown of facilities and equipment that require immediate attention.
2. Weekly Periodic Operations
 - a. Washing and cleaning of inside glass windows and doors;
 - b. Scrubbing of tiles with soap/cleaning agent and rinsing the same; and
 - c. General disinfecting of all areas, tabletops, horizontal and vertical surfaces every Wednesday and Saturday or as may be scheduled.
3. Monthly Project Operation
 - a. Thorough general cleaning by way of scrubbing, spot checking of damaged tiles, removal of stains and others;
 - b. Thorough cleaning and washing of inside walls and ceilings;
 - c. Thorough cleaning, sanitizing and disinfecting of all washrooms and toilet fixtures;
 - d. Thorough inspection and removal of stains/marks on carpeted areas;
 - e. Thorough cleaning and maintenance of carpeted areas; and
 - f. Washing and cleaning occasionally of light diffusers, venetian blinds, screens outside walls, etc.

Driver/Messenger:

Qualifications:

1. At least high school level of education;
2. Must possess a valid Professional Driver's License;
3. Must know minor mechanical/electrical troubleshooting of motor vehicles;
4. Must be knowledgeable in the streets/locations of Metro Manila and nearby provinces;
5. Minimum of three (3) years driving experience;
6. Must have a valid and current Police /NBI Clearance; and
7. Must submit a latest Barangay Clearance issued by the Barangay Chairman.

Specifications:

1. Drives company service vehicle/s and maintains the same in good working condition.
2. Maintenance and cleaning of PMO vehicle(s).
 - a. Checking of Brake Lights, Signal Lights, Park Lights, Headlights, Engine Oil, Brake Fluid, Radiator Fluid, Tires
3. Maintenance of Driver's Log.
 - a. Daily trips / Destination/Vehicles' Mileage
 - b. Time in and out
4. Report to proper officer any observation pertaining to vehicles and other findings which are subject for repair.
5. Perform other functions as may be assigned by his/her immediate supervisor.

Messenger:

Qualifications:

1. At least high school level of education;
2. Must be knowledgeable in the streets/locations of Metro Manila and nearby provinces;
3. Minimum of one (1) year experience in messenger/courier services;
4. Must have a valid Police/NBI clearance;
5. Must submit a latest Barangay Clearance issued by the Barangay Chairman.

Specifications:

1. Deliver and pick-up communication, mail, parcels and other related official documents to and from other offices.
2. Deliver inter-office communication, circulars, memoranda and other related official documents.
3. Perform emergency purchase to nearby stores if needed.
4. Perform other functions as may be assigned by his/her immediate supervisor.

The foregoing shall hereinafter be referred to as the "SERVICES";

1.2. The SERVICE PROVIDER shall provide PMO with the following personnel:

| DESIGNATION | NUMBER |
|------------------------|---------------|
| Building Administrator | 1 |
| Clerk II | 5 |
| Clerk III | 2 |
| Housekeeping | 17 |
| Driver/Messenger | 4 |
| Messenger | 3 |

The total number of personnel is subject to increase/decrease as a result of continued evaluation of the requirements of PMO or such other circumstances requiring the same. As the need arises, the SERVICE PROVIDER hereby undertakes to post/pull-out personnel within seventy-two (72) hours after receipt of a written request to do so from PMO.

1.3. Each personnel shall put in work according to the following schedule:

| DESIGNATION | REGULAR WORK SCHEDULE | |
|--|------------------------------|--|
| Building Administrator, Clerk II & III | Eight (8) hours/day | Five (5) days a week (Monday to Friday) |
| Housekeeping | Eight (8) hours/day | Six (6) days a week (Monday to Saturday) |
| Driver/Messenger | | Five (5) days a week (Monday to Friday) |
| Messenger | | Five (5) days a week (Monday to Friday) |

and shall be required to prepare a daily report of the actual time and services rendered pursuant to this Contract, which shall be the basis for payment by PMO per Section 3 herein. Work rendered in excess of eight (8) hours a day or on Saturdays (for Driver/Messenger), Sundays or Holidays shall be subject to the payment of overtime, premium pay, nightshift differential and/or other benefits in accordance with existing labor laws, rules and regulations, provided that work to be rendered outside of the regular working schedule as indicated in the table above shall be subject to the prior written request and approval from the Chief Privatization Officer or Deputy Privatization Officer concerned, such that no overtime/premium pay or nightshift differential or any other such benefit shall be paid by PMO without said written request and approval.

Section 2. PERIOD OF ENGAGEMENT

2.1 This Contract shall be valid and effective for a period of one (1) year from the date of execution unless sooner terminated by PMO under Condition No. 7 hereof. Upon expiration of the twelve (12) months period provided under this section without PMO providing notice of termination to the SERVICE PROVIDER at least thirty (30) days prior to the expiration date, this Agreement shall be deemed automatically renewed on a month-to-month basis unless PMO serves notice of termination to the SERVICE PROVIDER, provided that said month-to-month automatic renewal shall in no case exceed six (6) months in the aggregate.

Section 3. CONSIDERATION, EXPENSES AND PAYMENTS

3.1. In the event of any mandated wage increase applicable to the personnel assigned to PMO, the same shall be paid by PMO subject to availability of funds and existing government accounting and auditing rules and regulations, provided that any adjustment or consideration, whether it be by mandate of law or by agreement of the parties, shall be embodied in a written agreement duly signed by the parties.

3.2. PMO shall pay the SERVICE PROVIDER for actual services rendered by each personnel subject to the submission and certification of the following:

- Summary of time and service rendered for the performance of the services required by this Contract, prepared by the personnel concerned and duly certified by the SERVICE PROVIDER;
- Affidavit of payment of wages to its personnel assigned to PMO in accordance with existing minimum wage requirements and other applicable laws;
- Verification of the SERVICE PROVIDER’S payment of premiums for Social Security System (“SSS”), PhilHealth, Pag-IBIG and other benefits due to the personnel assigned to PMO;
- Such other documents as may be required by PMO as well as existing government accounting and auditing rules and regulations to ensure proper billing and payment under this Contract.

3.3 The SERVICE PROVIDER shall provide each of its employees an Automated Teller Machine (ATM) account as part of its payroll system. Application and fees for the opening of the ATM shall be borne by the SERVICE PROVIDER.

PMO shall commence processing payment upon submission of the foregoing.

Section 4. OBLIGATIONS OF THE SERVICE PROVIDER

4.1. The SERVICE PROVIDER shall be responsible for providing all equipment and tools necessary for the performance of the services enumerated under Section 1.1 hereof, such as, but not limited to uniforms and identification cards as well as cleaning equipment/ tools/materials, the quality and quantity of which are contained in the list of requirements under Section VI.

The SERVICE PROVIDER hereby undertakes to make available to PMO the equipment/tools enumerated in Section VI hereof upon affectivity of this Contract, as well as to maintain the same for use within the PMO premises for the duration of the Contract.

4.2. The SERVICE PROVIDER shall be responsible for the primary supervision of the personnel to be assigned to the PMO under this Contract, provided that the PMO reserves the right to conduct regular evaluation as well as random/unannounced inspections of the SERVICE PROVIDER’s work, based on reasonable criteria and standards vis-à-vis the services required. SERVICE PROVIDER’s supervision shall include the following:

- Utilization of only competent, honest and qualified workforce for the performance of the services under this Contract. All personnel assigned to PMO shall possess the minimum skills required, have no criminal record and of good physical and mental condition as determined by the credible examination and provision on health clearance that the personnel assigned to PMO does not manifest any symptoms from COVID-19 infection.
- All personnel shall be well groomed and properly uniformed at all times while in the performance of their duties. Identification cards must be worn and prominently displayed by personnel at all times within the premises.

- Outlining of the methods and means by which the services shall be performed, consistent with the intent of this Contract as well as the needs of PMO, provided that the latter reserves the right to evaluate the results thereof using reasonable standards/criteria.
- Impose disciplinary action or dismissal vis-à-vis erring personnel.

The foregoing shall in no way prejudice the right of PMO to request replacement of workforce or to file any complaint/incident report of negligence, misconduct, malfeasance, nonfeasance of the personnel.

Neither shall the SERVICE PROVIDER's supervision and control as enumerated above prejudice PMO's right to ensure compliance with its internal rules on matters of security and safety.

4.3. All national or local taxes arising from the execution of this Contract shall be for the account of the SERVICE PROVIDER, which shall be solely responsible for and shall file, in a timely manner, all tax returns required to be filed with and payment made to any national or local tax authority with respect to the performance and completion of the Service.

4.4. The SERVICE PROVIDER shall be responsible for payment of all applicable compensation, benefits and insurance premiums for the personnel assigned to PMO under this Contract.

4.5. Provide PMO, upon its request, with copies of the SERVICE PROVIDER's employment contract with the personnel assigned to PMO, for the purpose of ensuring compliance with the minimum labor, occupational safety and health standards, Joint Memorandum Circular No. 20-04 Series of 2020 DTI and DOLE Supplemental Guidelines on Workplace Prevention and Control of COVID-19 and social/welfare benefits. Terms and conditions of employment of SERVICE PROVIDER's employees are, however, the exclusive concern of the SERVICE PROVIDER.

4.6. The SERVICE PROVIDER hereby undertakes to inform personnel assigned to PMO that they are not entitled to employee benefits granted by PMO to its regular employees. The SERVICE PROVIDER is likewise responsible for explaining to said personnel the terms and conditions of this Contract and to furnish them with copies of the same.

4.7. The SERVICE PROVIDER shall be solely responsible for the safety of the personnel while in the performance of the services under this Contract.

4.8. The SERVICE PROVIDER shall provide personnel services, including ancillary or incidental to the supply of such services, such as but not limited to the provisions of uniform, Automated Teller Machine (ATM) account for free as part of its payroll system for their employees.

Section 5. EMPLOYMENT STATUS

5.1. All personnel employed under this Contract are employees of the SERVICE PROVIDER. The assignment of personnel by the SERVICE PROVIDER to PMO does not give rise to any employer-employee relationship between said personnel and PMO. As such, the SERVICE PROVIDER assumes full responsibility for the control and supervision of its personnel, subject to Section 4.2 thereof.

5.2. There being no employer-employee relationship between PMO and the personnel assigned to it by the SERVICE PROVIDER under this Contract, PMO shall in no way be responsible for any claim for personal injury, wages and other employment benefits and other claims for damages, including death, arising out of, or in the course of, or in connection with the performance of the personnel duties.

5.3. All benefits (i.e., maternity/paternity benefits, etc.) due to the personnel assigned to PMO, under the Labor Code and other labor laws, rules and regulations, shall be for the account of the SERVICE PROVIDER.

5.4. Should the PMO be made liable for the SERVICE PROVIDER's failure to comply with existing labor laws/rules/regulations, the SERVICE PROVIDER hereby obligates itself to indemnify PMO to the full extent of such liability, including litigation expenses and other charges without need of any demand or legal action. In this regard, all expenses incurred and/or advanced by PMO for such purpose, provided the same are justified and duly supported by receipts and other acceptable proof of expense, shall be deducted from the SERVICE PROVIDER's billings and/or performance security under Section 8 hereof.

Section 6. PERFORMANCE SECURITY

6.1. Upon execution of this Contract, a Performance Security shall be posted by the SERVICE PROVIDER to guarantee the faithful performance by it of its obligations under this Contract. The following Performance Security shall be executed by the SERVICE PROVIDER in favor of PMO.

| FORM OF SECURITY | MINIMUM AMOUNT IN % OF THE TOTAL CONTRACT PRICE |
|---|--|
| a) Cash, Cashier's/Manager's Check, Bank Draft/Guarantee or Irrevocable Letter of Credit issued by a reputable local Universal or Commercial Bank; | Five percent (5%) |
| b) Surety Bond preferably issued by the GSIS <u>OR</u> by any private surety/insurance company provided it is accompanied by a valid certification from the Insurance Commission that said surety/insurance company is authorized to issue such instrument. | Thirty percent (30%) |

6.2. The Performance Security shall be forfeited in favor of PMO in the event it is established that the SERVICE PROVIDER is in default in any of its obligations under this Contract.

6.3. The SERVICE PROVIDER shall maintain the Performance Security for the duration of this Contract and until two (2) months after this Contract expires.

6.4. Liability of the agency shall not be limited to the value of the Performance Security but to the actual loss, damage or injury that may have been suffered by PMO, its personnel or representatives.

6.5. It is further agreed that in the said cases of loss, damage or injury, PMO's claims against the Performance Security does not preclude it from claiming for the value of such loss, damage or injury, so long as the amount due has not been fully collected by PMO. In line with this, the SERVICE PROVIDER hereby allows PMO to withhold payment of its service fees until the value of the said loss, damage or injury has been paid to PMO or to directly offset such payment with said value.

6.6. In addition, the Performance Security shall likewise be made to cover any and all claims for non-payment of wages, salary differentials or whatever monetary claims the personnel may have against the SERVICE PROVIDER, to the extent of work performed under this contract. In such event, the liability of the SERVICE PROVIDER shall not be limited to the amount of the Performance Security, but to the actual amount of the claims of the personnel.

6.7. The cost of obtaining the Performance Security and maintaining the same for the duration of the effectivity of this Contract shall be borne by the SERVICE PROVIDER.

6.8. Failure to post the Performance Security upon execution of this Contract, and the maintenance thereof for the required period shall be sufficient ground for PMO to terminate this Contract by written notice to the SERVICE PROVIDER without need of any court action.

6.9. In consideration of the limited access to financial institutions, regulatory and other offices, as well as the implementation of government restrictions on transport and travel, a Notarized Performance Securing Declaration (PSD), using the prescribed form attached as Annex "C", may be submitted by the SERVICE PROVIDER in lieu of a performance security.

Section 7. PRE-TERMINATION

7.1 PMO shall have the right, upon written notice to the SERVICE PROVIDER and without need of any action in court, to immediately cause the cancellation/termination of this Contract due to any of the following grounds:

- Violations by the SERVICE PROVIDER of any of the provisions of this Contract;
- Failure by the SERVICE PROVIDER to fulfill any of its obligations under this Contract;

- Non-payment by the SERVICE PROVIDER of the salaries/wages of the personnel assigned to PMO for more than thirty (30) calendar days from the time the same became due. The SERVICE PROVIDER's non-collection from PMO shall not be considered as an acceptable justification for such failure to pay wages/salaries;
- Non-remittance/non-payment by the SERVICE PROVIDER of the compulsory social security benefit contributions of their personnel to the pertinent government agencies (i.e., SSS, Pag-IBIG, Philhealth) and such non-remittance/non-payment of contributions were not acted upon/addressed by the SERVICE PROVIDER within thirty (30) calendar days form notice by PMO.
- Misrepresentation of any material fact pertaining to this Contract or the filing of false documents required by PMO to be submitted by the SERVICE PROVIDER under this Contract.

Section 8. PENAL CLAUSE

8.1 In addition to the terms and conditions contained herein, failure of the SERVICE PROVIDER to comply with any of its obligations under this Contract shall entitle PMO to the payment of damages, to be charged against the SERVICE PROVIDER's billings or its Performance Security, without prejudice to any legal action PMO may pursue. These charges shall not be limited to the value of the SERVICE PROVIDER's billings/Performance Security, but shall be equivalent to the actual value of the damage, loss or injury resulting from such failure.

8.2 Failure by the SERVICE PROVIDER to perform any of its obligations under this Contract shall entitle PMO to withhold payment of fees until the former has complied with its contractual obligation, without prejudice to PMO's right to pre-terminate under Section 7 above.

8.3 Nothing herein shall be construed as a waiver of PMO's right to pursue legal action for the protection and enforcement of its rights under this Contract.

Section 9. MISCELLANEOUS PROVISIONS

9.1 The SERVICE PROVIDER hereby holds PMO free and harmless from any and all claims its personnel and other employees may make against PMO and its personnel in connection with the performance of the services contemplated under this Contract.

9.2 The SERVICE PROVIDER shall not assign any of its rights and obligations under this Contract to any party without the prior written consent of PMO.

9.3 In case of dispute arising from this Contract, the parties hereby agree that the same shall be subject to the provisions of Republic Act No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004".

9.4. If any term or condition of this Contract is held invalid or contrary to law, the validity of the other terms and conditions hereof shall not be affected thereby.

9.5. All Commitments to the terms and conditions set forth in the Bidding Documents shall form part of this Contract, any violation of which will be sufficient ground for the unilateral termination/cancellation/rescissions of this Contract of Services.

Conforme by:

Authorized Signature
Name & Title of Authorized Signatory
Name of Bidder-Agency
Bidder's Address

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

- (f) 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 (**“Annex A”**); **and**
- (g) 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 (**“Annex B”**); **and**
- (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission (**“Annex C”**);
or
Original copy of Notarized Bid Securing Declaration; **and**
- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (j) 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 (**“Annex D”**).

Financial Documents

- (k) 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**

- (l) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) (**“Annex E”**);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class “B” Documents

- (m) 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.

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

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

25 FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form(**“Annex F”**);
and
- (b) Original of duly signed and accomplished Price Schedule(s) (**“Annex G”**).

Section IX

Bidding Forms

Statement of All On-Going Government and Private Contracts, Including Contracts Awarded but Not Yet Started, whether Similar or Not Similar in Nature and Complexity of the Contract to be Bid

Company Name: _____

Company Address: _____

A. Government

| Nature of Contract (Project Title) | a. Owner's Name | Project Cost | Bidder's Role | | a. Date Awarded | % of Accomplishment | | Value of Outstanding Works (Undelivered Portion) |
|---------------------------------------|-----------------|--------------|---------------|---|-------------------|---------------------|--------|---|
| | b. Address | | | | b. Date Started | | | |
| | c. Contact Nos. | | Description | % | c. date Completed | Planned | Actual | |
| 1. | a. | | | | a. | | | |
| | b. | | | | b. | | | |
| | c. | | | | c. | | | |
| 2. | a. | | | | a. | | | |
| | b. | | | | b. | | | |
| | c. | | | | c. | | | |

B. Private

| Nature of Contract (Project Title) | a. Owner's Name | Project Cost | Bidder's Role | | a. Date Awarded | % of Accomplishment | | Value of Outstanding Works (Undelivered Portion) |
|---------------------------------------|-----------------|--------------|---------------|---|-------------------|---------------------|--------|---|
| | b. Address | | | | b. Date Started | | | |
| | c. Contact Nos | | Description | % | c. date Completed | Planned | Actual | |
| 1. | a. | | | | a. | | | |
| | b. | | | | b. | | | |
| | c. | | | | c. | | | |
| 2. | a. | | | | a. | | | |
| | b. | | | | b. | | | |
| | c. | | | | c. | | | |

Note: The following Statements must be supported by: (a) Notice of Award and/or Contract, and (b) Notice to Proceed.

Name of Bidder: _____

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Statement of Single Largest Completed Contracts (SLCC)² Similar

Company Name: _____

Company Address: _____

| Nature of Contract (Project Title) | a. Owner's Name | Project Cost | Bidder's Role | | a. Date Awarded |
|---------------------------------------|-----------------|--------------|---------------|---|-------------------|
| | b. Address | | Description | % | b. Date Started |
| | c. Contact Nos | | | | c. date Completed |
| | a. | | | | a. |
| | b. | | | | b. |
| | c. | | | | c. |

Note: The following documents must be available upon request of the Bids and Awards Committee (BAC) or designated Technical Working Group (TWG) during Post-Qualification to support this statement : (a) Notice of Award and/or Contract, and (b) Notice to Proceed.

Name of Bidder: _____

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

² The Bidder must have completed. Within the period specified in the Invitation to Bid and ITB Clause 5.3 (a) a single contract that is similar to the project to be bid, equivalent to a percentage (%) of the ABC specified in ITB clause 5.3.a

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

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

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

A. Summary of the Bidder’s assets and liabilities on the basis of the attached Audited Financial Statements stamped “RECEIVED” by the Bureau of Internal Revenue (BIR) or its authorized collecting agent, for the immediately preceding year.

| | | Year 20____ |
|----|---------------------------|-------------|
| 1. | Total Assets | |
| 2. | Current Assets | |
| 3. | Total Liabilities | |
| 4. | Current Liabilities | |
| 5. | Net Worth (1-3) | |
| 6. | Net Working Capital (2-4) | |

B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

K= 15

NFCC= P _____

Attached are certified true copies of the Audited Financial Statements stamped “RECEIVED” by the BIR for the years _____ and _____, including the Auditor’s/Accountant’s Certificate.

Date: _____

Submitted by:

*Authorized Signature
Name & Title of Authorized Signatory
Name of Bidder-Agency
Bidder’s Address*

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 /Amount and Purpose of
of agent /Currency Commission or gratuity

(if none, state “None”)]

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Breakdown of Financial Proposal

| Breakdown | <u>A</u> | <u>B</u> | <u>C</u> | <u>D</u> | <u>E</u> | Total |
|---|----------|----------|----------|----------|----------|-------|
| Number of Days per Month | | | | | | |
| * A - 25.83 days for Housekeeping | | | | | | |
| **B - 21.50 days for Driver and Messenger | | | | | | |
| ***C – 21.50 days for Clerk III | | | | | | |
| ****D- 21.50 days for Clerk II | | | | | | |
| *****E- 21.50 days for Building Administrator | | | | | | |
| 1. Amount Payable Directly to Workers | | | | | | |
| a. Basic Pay/Month | | | | | | |
| (Daily rate x 310 days per year/12 months for Housekeeping) | | | | | | |
| (Daily rate x 258 days per year/12 months for Driver and Messenger) | | | | | | |
| b. 13th Month Pay (Basic Pay/12 months) | | | | | | |
| c. 5 Days Incentive Pay (Daily Rate x 5 days/12 months) | | | | | | |
| Sub-Total 1 | | | | | | |
| 2. Amount Payable to Government in favor of Workers | | | | | | |
| a. Social Security Premiums | | | | | | |
| b. PhilHealth Premiums | | | | | | |
| c. ECC Insurance Premiums | | | | | | |
| d. Pag-Ibig Fund Premiums | | | | | | |
| Sub-Total 2 | | | | | | |
| 3. Total Amount Payable to Workers and Government | | | | | | |
| (Sub-Total 1+2) | | | | | | |
| 4. Administrative Cost | | | | | | |
| 5. Value Added Tax | | | | | | |
| 6. Amount Per Month (#s 3+4+5 above) | | | | | | |
| 7. Number of Workers | | | | | | |
| 8. Total Contract Per Month (#s 6x7) | | | | | | |
| 9. Total Contract Per Annum (#8 above x 12 months) | | | | | | |

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: _____

Contract Agreement Form for the Procurement of Goods (Revised)

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

CONTRACT AGREEMENT

THIS AGREEMENT made the ____ day of _____ 20____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of**

the Contract.

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Republic of the Philippines



Government Procurement Policy Board