

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

## **Provision of Janitorial Services for CY 2021**

Identification No.: 11-145-2020  
**(EARLY PROCUREMENT ACTIVITY)**

Government of the Republic of the Philippines

**Sixth Edition  
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# Table of Contents

<b>Glossary of Acronyms, Terms, and Abbreviations .....</b>	<b>3</b>
<b>Section I. Invitation to Bid.....</b>	<b>6</b>
<b>Section II. Instructions to Bidders.....</b>	<b>9</b>
1. Scope of Bid .....	10
2. Funding Information.....	10
3. Bidding Requirements .....	10
4. Corrupt, Fraudulent, Collusive, and Coercive Practices .....	10
5. Eligible Bidders.....	10
6. Origin of Goods .....	11
7. Subcontracts .....	11
8. Pre-Bid Conference .....	11
9. Clarification and Amendment of Bidding Documents .....	12
10. Documents comprising the Bid: Eligibility and Technical Components .....	12
11. Documents comprising the Bid: Financial Component .....	12
12. Bid Prices .....	13
13. Bid and Payment Currencies .....	14
14. Bid Security .....	14
15. Sealing and Marking of Bids .....	14
16. Deadline for Submission of Bids .....	14
17. Opening and Preliminary Examination of Bids .....	15
18. Domestic Preference .....	15
19. Detailed Evaluation and Comparison of Bids .....	15
20. Post-Qualification .....	16
21. Signing of the Contract .....	17
<b>Section III. Bid Data Sheet .....</b>	<b>18</b>
<b>Section IV. General Conditions of Contract .....</b>	<b>21</b>
1. Scope of Contract .....	22
2. Advance Payment and Terms of Payment .....	22
3. Performance Security .....	22
4. Inspection and Tests .....	23
5. Warranty .....	23
6. Liability of the Supplier .....	23
<b>Section V. Special Conditions of Contract .....</b>	<b>24</b>
<b>Section VI. Schedule of Requirements .....</b>	<b>27</b>
<b>Section VII. Technical Specifications .....</b>	<b>28</b>
<b>Section VIII. Checklist of Technical and Financial Documents .....</b>	<b>33</b>
<b>Section IX. Bidding Forms .....</b>	<b>36</b>

# *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 JANITORIAL SERVICES FOR CY 2021**  
**(EARLY PROCUREMENT ACTIVITY)**

1. The **Dangerous Drugs Board (DDB)**, through the National Expenditure Program for Fiscal Year 2021 intends to apply the sum of **One Million Eight Hundred Thousand Pesos (Php 1,800,000.00)** being the Approved Budget for the Contract to payments under the contract for the **Provision of Janitorial Services for CY 2021** under Identification No. 11-145-2020. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **DDB** now invites bids for the above Procurement Project. Delivery of the Goods is required **within one (1) year** as specified in the Schedule of Requirements. Bidders should have completed, **within five (5) years** prior to the date of submission and receipt of bids, a contract similar to the Project, equivalent to at least fifty percent (50%) of the ABC. 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 DDB BAC Secretariat and inspect the Bidding Documents at the address given below during office hours, **8:00 A.M. to 4:00 P.M.**
5. A complete set of Bidding Documents may be acquired by interested Bidders on **November 9, 2020** 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 or through electronic means*.

6. The **DDB** will hold a **Pre-Bid Conference**<sup>1</sup> on **November 19, 2020** at **1:00 P.M.** through videoconferencing/webcasting *via* **CISCO Webex** which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through **manual submission** at the office address indicated below **on or before 9:00 A.M. on December 1, 2020**. 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 **December 1, 2020, 1:00 P.M.** at the **DDB Conference Room, 3/F PDEA Building, NIA Road, Brgy. Pinyahan, Quezon City**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The DDB 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:  
*Ms. Linell F. Montuerto*  
*Administrative, Financial and Management Division*  
*Dangerous Drugs Board*  
3<sup>rd</sup> Floor PDEA Building, NIA Road, Quezon City 1100  
*Email: [lfmontuerto@ddb.gov.ph](mailto:lfmontuerto@ddb.gov.ph)*  
*Telefax (02) 8929-1158*
12. You may visit the following websites:  
For downloading of Bidding Documents: [www.ddb.gov.ph](http://www.ddb.gov.ph); [www.philgeps.gov.ph](http://www.philgeps.gov.ph)

  
**ATTY. PHILIP JOSEF T. VERA CRUZ, CESE**  
*Chairman, Bids and Awards Committee*

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<sup>1</sup> May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.



*Section II. Instructions to Bidders*



## 1. Scope of Bid

The Procuring Entity, Dangerous Drugs Board (DDB) wishes to receive Bids for the **Provision of Janitorial Services for CY 2021 under Identification No. 11-145-2020**.

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 **FY 2021** in the amount of **One Million Eight Hundred Thousand Pesos (Php 1,800,000,00)**.

2.2. The source of funding is:

a. NGA, the National Expenditure Program.

## 3. Bidding Requirements

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

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

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

## 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

## 5. Eligible Bidders

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

5.2. 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:
- a. 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.

- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.

- 7.3. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time through videoconferencing/webcasting *via CISCO Webex* which shall be open to prospective bidders.

## **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 date of 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.
- 11.5. *[Include if Framework Agreement will be used:]* Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of

submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

## 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 (Technical Specifications)**.

12.2. *[Include if Framework Agreement will be used:]* For Framework Agreement, the following should also apply in addition to Clause 12.1:

- a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.
- b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

### 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 Declaration<sup>2</sup> 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 March 31, 2021. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. *[Include if Framework Agreement will be used:]* In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

### 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

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<sup>2</sup> 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.

- 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**.
- 16.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

## **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.
- 18.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

## **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.

*[Include the following options if Framework Agreement will be used:]*

- a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
- b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of

the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.

- 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 (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

- 20.1. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.
- 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, *{[Include if Framework Agreement will be used:]* or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, *}* 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**. *{[Include if Framework Agreement will be used:]* For every mini-competition in Framework



Agreement, the LCB shall likewise submit the required documents for final Post Qualification.}

## 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**.

*[Include the following clauses if Framework Agreement will be used:]*

- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.
- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
- a. Framework Agreement Form;
  - b. Bidding Documents;
  - c. Call-offs;
  - d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements 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;
  - e. Performance Security or Performance Securing Declaration, as the case may be;
  - f. Notice to Execute Framework Agreement; and
  - g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

*Section III. Bid Data Sheet*



# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> <li>a. Projects related to Janitorial Services.</li> <li>b. completed within five (5) years prior to the deadline for the submission and receipt of bids.</li> </ol>
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted delivered duty paid (DDP) to the Dangerous Drugs Board, 3/F PDEA Building, NIA Road, Quezon City.
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> <ol style="list-style-type: none"> <li>a. The amount of not less than Php 36,000.00 which is <i>equivalent to 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</li> <li>b. The amount of not less than Php 90,000.00 which is <i>equivalent to five percent (5%) of ABC</i>, if bid security is in Surety Bond.</li> </ol>
15	<p>Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its Bid.</p> <p>Bidders shall enclose their original eligibility and technical documents in one sealed envelope marked "ORIGINAL - TECHNICAL COMPONENT", and the original of their financial component in another sealed envelope marked "ORIGINAL - FINANCIAL COMPONENT", sealing them all in an outer envelope marked "ORIGINAL BID".</p> <p>Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO. ___ - TECHNICAL COMPONENT" and "COPY NO. ___ - FINANCIAL COMPONENT" and the outer envelope as "COPY NO. ___", respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.</p> <p>The original and the number of copies of the Bid shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.</p> <p>All envelopes shall:</p> <ol style="list-style-type: none"> <li>(a) contain the name of the contract to be bid in capital letters;</li> <li>(b) bear the name and address of the Bidder in capital letters;</li> </ol>

	<p>(c) be addressed to the Procuring Entity’s BAC;</p> <p>(d) bear the specific identification of this bidding process; and</p> <p>(e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids.</p> <p>Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.</p>
19.3	<p>The Project shall be awarded as one contract.</p> <p><b>Provision of Janitorial Services for CY 2021 (EPA)</b>  <b>ABC: One Million Eight Hundred Thousand Pesos (Php 1,800,000.00)</b></p>
20.2	<p>No further instructions.</p>
21.2	<p>For purposes of Post-Qualification the following document(s) shall be required:</p> <ol style="list-style-type: none"> <li>1. Proof of completion of the single largest contract as identified in the Statement of Single Largest Contract, which shall be copy of any verifiable document(s) such as but not limited to the following: (a) Contract/s or Purchase Order/s; (b) corresponding Sales Invoice/s; (c) Official Receipt/Cash Receipt/Collection Receipt; and (d) Certificate of Satisfactory Completion.</li> <li>2. Submission of pieces of evidence<sup>1</sup> as proof of compliance with the bidder’s actual offer, if applicable.</li> <li>3. Latest Income Tax Returns for year 2019 (BIR Form 1701 or 1702).</li> <li>4. Value Added Tax Returns (Forms 2550M and 2550Q) or Percentage Tax Returns (Form 2551M) covering the previous six (6) months.</li> <li>5. Valid and updated PhilGEPS Certificate of Registration (Platinum Membership), if bidder opted to submit the eligibility documents under the Certificate during opening of bids.</li> </ol> <p>*The income tax and business tax returns stated above should have been filed through the Electronic Filing and Payment System (EFPS).</p> <p>N.B. Documents submitted during post-qualification as part of post-qualification documents must be certified by the authorized representative to be true copy/ies from the original.</p>

*Section IV. General Conditions of Contract*



## 1. Scope of Contract

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

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing 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**.

*[Include the following clauses if Framework Agreement will be used:]*

2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.

2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

## 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. *[Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.]*

#### **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 *{[Include if Framework Agreement will be used:] or Framework Agreement}* specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (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**

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*





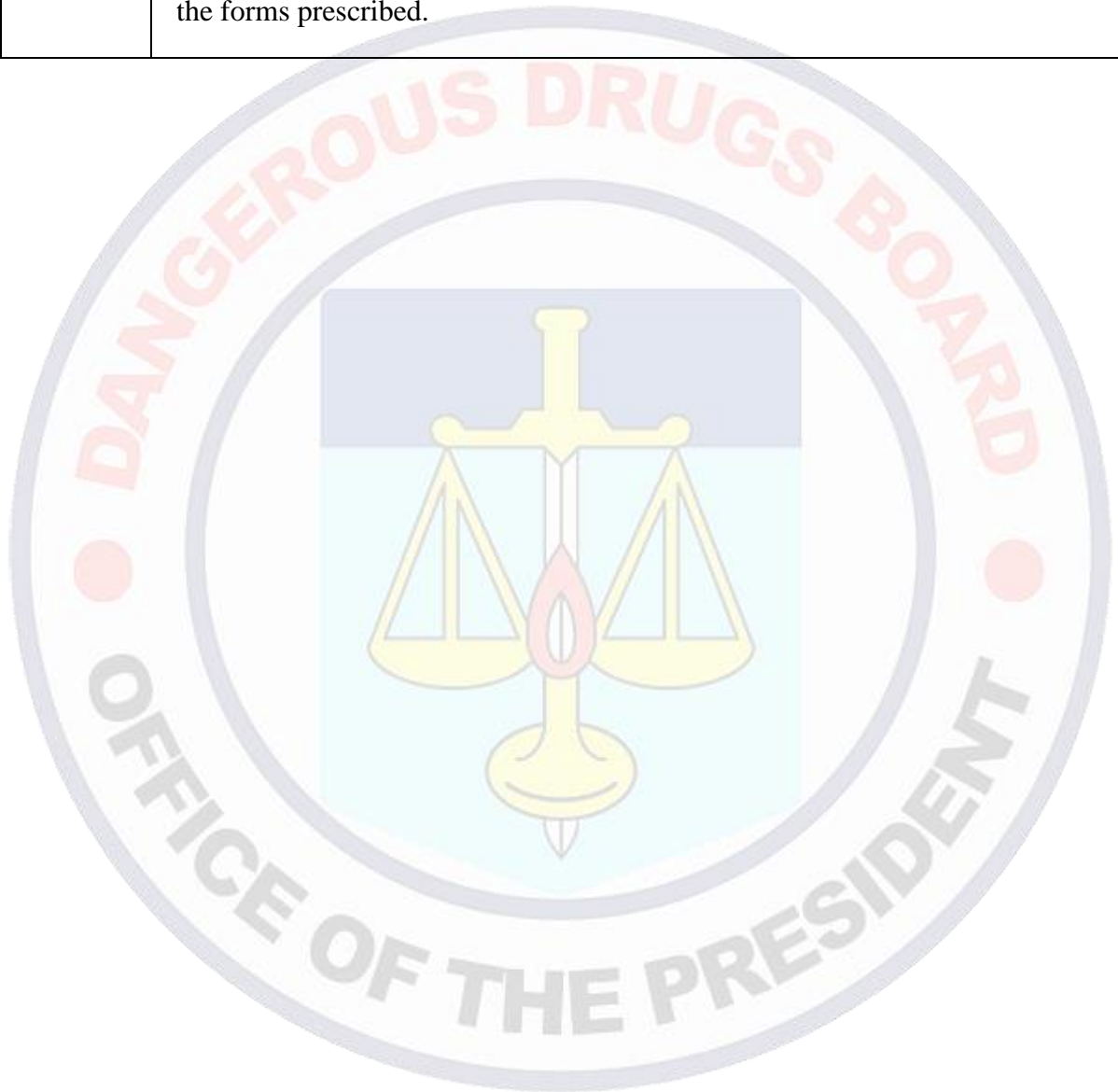
## Special Conditions of Contract

GCC Clause	
1	<p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity's Representative at the Project Site is Ms. Ana Maria Yolanda P. Anyayahan.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p style="padding-left: 40px;"><b>a. Performance or supervision of the supplied Goods</b></p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>
2.2	<p>Payment shall be made within ten (10) working days upon complete submission by the Contractor of the following documents:</p> <p style="padding-left: 40px;">(f) DTR's of all janitors duly signed by the Chief, AFMD or her duly authorized representative;</p> <p style="padding-left: 40px;">(g) Proof of previous month's remittance to the SSS, Philhealth, and Pag-IBIG, together with a transmittal sheet stamped received by the foregoing, as well as such other relevant documents that may be required by the DDB; and</p> <p style="padding-left: 40px;">(h) Invoice of billing statement of account for the period covered.</p> <p>Thereafter, payment shall be made upon certification by the Chief, AFMD that the services were rendered by the Contractor in accordance with the terms and conditions of the Contract.</p>
4	<p>No further instructions.</p>
	<p><b><u>Standards</u></b></p> <p>The Contractor shall maintain a satisfactory level of performance throughout the Contract period based on the following set of performance criteria:</p> <ol style="list-style-type: none"> <li>1. Quality of work delivered;</li> <li>2. Time management;</li> <li>3. Management and suitability of personnel;</li> <li>4. Contract administration and management;</li> <li>5. Provision of regular progress report;</li> <li>6. Attentiveness to details;</li> <li>7. Compliance with DDB instructions and policies.</li> </ol>

The SAO shall conduct a periodic review using the above-cited criteria to ensure compliance with the technical specifications, as well as with the other terms and conditions imposed by the DDB during contract period.

**Performance Security**

Within ten (10) calendar days from receipt of the Notice of Award 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.



## *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
1	Seven (7) Janitorial Personnel (including one (1) Supervisor)	Two (2) Female  Five (5) Male		List of personnel who meet the following qualifications must be submitted on the third week of December 2020:  <ol style="list-style-type: none"> <li>1. Physically &amp; mentally fit to work,</li> <li>2. Has submitted NBI, Police and Health clearances, and</li> <li>3. If absorbed from previous service contractor, an endorsement from the Chief, AFMD shall be required.</li> </ol>
2	Janitorial Equipment			Shall be delivered one week before the start of the contract period
3	Monthly Janitorial Supplies			Shall be delivered every 1 <sup>st</sup> week of the month
4	Quarterly Janitorial Supplies			Shall be delivered every 1 <sup>st</sup> week of every quarter

*Section VII. Technical Specifications*



# Technical Specifications

Item	Specification	Statement of Compliance (Comply or Not Comply)
1	<p><b>JANITORIAL PERSONNEL</b></p> <p>Quantity: 2 Female; 5 Male</p> <p>Janitorial personnel are required to report eight (8) hours a day, six (6) days a week:</p> <p><b>Monday to Saturday</b>  <b>1<sup>st</sup> Shift</b> 7:00 a.m. – 4:00 p.m.  <b>2<sup>nd</sup> Shift</b> 8:00 a.m. – 5:00 p.m.</p>	
2	<p><b>GENERAL SCOPE OF WORK</b></p> <ol style="list-style-type: none"> <li>1. Surface disinfection;</li> <li>2. High Dusting of walls and ceilings;</li> <li>3. Wall washing;</li> <li>4. Dusting and polishing of furniture and fixtures;</li> <li>5. Spot –cleaning (offices);</li> <li>6. Cleaning/wiping/disinfecting of telephone and other office equipment;</li> <li>7. Floor care – washing, mopping, disinfecting and drying;</li> <li>8. Vacuuming of carpeted areas and upholstered furniture;</li> <li>9. Window-cleaning - glass, venetian blinds, curtain ledges;</li> <li>10. Watering of indoor and outdoor plants; and</li> <li>11. Garbage disposal and cleaning of garbage cans.</li> </ol> <p>The work covered consists of furnishing of all labor, supplies, and materials to perform the above works six (6) days per week, eight (8) hours per day as specified under Item 1. Deployment of Janitorial Personnel.</p> <p><b>A. DAILY ROUTINE OPERATIONS</b></p> <ol style="list-style-type: none"> <li>1. Cleaning and disinfecting frequently touched surfaces such as door handles and light switches.</li> <li>2. Sweeping, mopping, spot-scrubbing, and polishing of all floor areas;</li> <li>3. Cleaning of all walls, including glass doors, window ledges, partitions, sliding and furniture;</li> <li>4. Emptying, cleaning of waste paper containers, and disposing garbage at designated areas;</li> <li>5. Cleaning and sanitizing of toilets and washrooms, which include the use of special disinfecting agents in wash basins, urinals, and toilet bowls, and toilet plungers for minor declogging, and emptying and washing waste baskets and placing plastic liners;</li> <li>6. Installation of fresheners in all toilets;</li> </ol>	

7. Dusting and cleaning of horizontal and vertical surfaces; cleaning and polishing of all aluminum door frames and/or panels;
8. Dusting and cleaning of office equipment, surfaces, bookshelves, and cabinets;
9. Removing of sticky substance or dirt on the floors with putty knife and cleaning with damp cloth or rag;
10. Disposal of rubbish, trash and garbage from the building to receptacles provided for this purpose;
11. Cleaning of venetian blinds, watering of potted/indoor and outdoor plants;
12. Keeping all corridors, lobbies, entrances, stairways, and fire exits free from obstructions;
13. Staying at areas within the premises as designated for janitors;
14. Switching off of lights and unplugging of appliances that are not in use inside the offices/rooms;
15. Refilling of liquid soap dispenser inside each toilet.

#### **B. WEEKLY PERIODIC OPERATIONS**

1. Washing, scrubbing by the use of polishers, waxing and polishing of all rooms and floor areas;
2. Washing of glass windows, glass doors, and thorough cleaning of trash receptacles;
3. Washing and cleaning of venetian blinds, electric fan guards and blades;
4. Thorough cleaning, sanitizing, and disinfecting of toilet bowls, washrooms, lavatory, public areas, training rooms, and water containers;
5. Dusting of light fixtures;
6. Taking out of indoor plants for sunlight exposure and appropriate plants maintenance;
7. Vacuuming of carpeted areas and upholstered furniture; and
8. Polishing of DDB logo and brass signs at the 3rd floor lobby.

#### **C. QUARTERLY PERIODIC OPERATIONS**

1. Cleaning of ornamental plants;
2. Covered light fixtures shall be removed, washed, and returned to their original positions at least once every three (3) months or as often as required for adequate cleanliness;
3. Dusting of inside walls, polishing and changing blinds, drapes, and curtains; and
4. Washing and polishing of window panels and glass partitions.

#### **D. OTHER SERVICES**

1. Moving of office furniture and equipment within the premises;
2. Deodorizing of offices/rooms and other areas as may be required;

	<p>3. Reporting of defects requiring attention, such as leaking faucets, busted bulbs, among others;</p> <p>4. Posting of additional janitors during special occasions and activities; and</p> <p>5. Providing extra supplies, tools, and equipment for the assurance of cleanliness and sanitation not specified in the contract, if necessary;</p>																																					
3	<p><b>ADDITIONAL REQUIREMENTS</b></p> <p>1. The janitors must remain at their assigned stations during assigned hours. No loitering shall be tolerated.</p> <p>2. The janitors must use the facilities of the DDB properly in accordance with the facilities' intended use (e.g. mops should not be washed at the urinals and washbasins, etc.)</p> <p>3. The janitors shall be required to wear proper uniforms and identification cards that would easily distinguish and identify them from the employees and guests of the DDB.</p>																																					
4	<p><b>AREA OF OPERATION</b></p> <p>3<sup>rd</sup> floor, PDEA Building, NIA Road, Brgy. Pinyahan, Quezon City</p>																																					
5	<p><b>JANITORIAL EQUIPMENT</b></p>																																					
	<table border="1"> <tr> <td>1.</td> <td>Floor Polisher</td> <td>1 unit</td> <td></td> </tr> <tr> <td>2.</td> <td>Wet and Dry Vacuum</td> <td>2 units</td> <td></td> </tr> <tr> <td>3.</td> <td>Mop Squeezer</td> <td>1 unit</td> <td></td> </tr> <tr> <td>4.</td> <td>Step Ladder</td> <td>2 units</td> <td></td> </tr> <tr> <td>5.</td> <td>Floor Signage</td> <td>1 unit</td> <td></td> </tr> <tr> <td>6.</td> <td>Push Cart (Foldable)</td> <td>1 unit</td> <td></td> </tr> <tr> <td>7.</td> <td>Trash Bin</td> <td>6 units</td> <td></td> </tr> <tr> <td>8.</td> <td>High Pressure Washer</td> <td>1 unit</td> <td></td> </tr> <tr> <td>9.</td> <td>Mop Handle Stainless Steel</td> <td>6 units</td> <td></td> </tr> </table>	1.	Floor Polisher	1 unit		2.	Wet and Dry Vacuum	2 units		3.	Mop Squeezer	1 unit		4.	Step Ladder	2 units		5.	Floor Signage	1 unit		6.	Push Cart (Foldable)	1 unit		7.	Trash Bin	6 units		8.	High Pressure Washer	1 unit		9.	Mop Handle Stainless Steel	6 units		
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6	<p><b>JANITORIAL SUPPLIES AND MATERIALS</b></p>																																					
	<p><b>Monthly</b></p>																																					
	<table border="1"> <tr> <td>1</td> <td>Toilet Bowl Cleaner</td> <td>3 gallons</td> <td></td> </tr> </table>	1	Toilet Bowl Cleaner	3 gallons																																		
1	Toilet Bowl Cleaner	3 gallons																																				

	2	Disinfectant (Lysol)	3 gallons	
	3	Pranela Rags	12 pcs	
	4	Soap Bar	6 bars	
	5	Mop Head	6 pcs	
	6	Trash Bag (large)	200 pcs	
	7	Trash Bag (small)	100 pcs	
	8	Soft Broom	6 pcs	
	9	Furniture Polish (Pledge)	6 pcs	
	10	Roll Tissue (big)	30 pcs	
	11	Baygon (big)	6 pcs	
	12	Zonrox (big)	3 gallons	
	13	Air Freshener (big)	6 pcs	
	14	Hand Soap	3 gallons	
	15	Downy (500 ml)	2 tins	
7	<b>Quarterly</b>			
	1	Dust pan, plastic	6 pcs	
	2	Feather duster	6 pcs	
	3	Hand brush, plastic	6 pcs	
	4	Liquid deglogger	2 gallons	
	5	Toilet brush (plastic)	6 pcs	
	6	Toilet pump	6 pcs	
	7	Broom stick	6 pcs	
	8	Plastic Pail and Water Dipper	6 pcs	
	9	Spray Gun	6 pcs	



**STANDARD COMPUTATION**

**JANITORIAL SERVICES (SUPERVISOR)**

January 1 to December 31, 2021

**Basic Pay:** P650.00 per day  
**Wage Order No. :** NCR 22  
**Number of Personnel:** One (1) Supervisor

**A. AMOUNT DIRECTLY TO SUPERVISOR**

1	Average Rate per Month (P650.00 x 313 wd/12 mos.)	P	16,954.17
2	13th Month Pay (P16,954.17/12 mos.)		1,412.85
3	5 days Incentive Pay (P650.00 x 5 days/12 mos.)		270.83
		<b>P</b>	<b>18,637.85</b>

**B. AMOUNT TO GOVERNMENT IN FAVOR OF SUPERVISOR**

1	SSS Premium	P	1,360.00
2	Philhealth		254.31
3	E.C.C.		30.00
4	Pag-Ibig Fund		100.00
		<b>P</b>	<b>1,744.31</b>

**C. TOTAL COMPENSATION (A+B)**

**P 20,382.16**

**D. Administrative Cost & Profit Margin (10% of C)**

**P**

**E. Amount of Supplies**

**P**

**F. 12% Value Added Tax**

**P**

**TOTAL AMOUNT PER SUPERVISOR PER MONTH**

**P**

**TOTAL AMOUNT PER SUPERVISOR FOR 12 MONTHS**

**P**

**STANDARD COMPUTATION**

**JANITORIAL SERVICES**  
**January 1 to December 31, 2021**

No. of Work Days : 313

Wage Order No. : NCR - 22

Site: DDB

No. of Personnel: Six (6) Personnel

**A. AMOUNT DIRECTLY TO UTILITY WORKER**

1 Average Rate per Month

(P537.00 x 313 wd/12 mos.) P 14,006.75

2 13th Month Pay

(P14,006.75 / 12 mos.) 1,167.23

3 5 days Incentive Pay

(P537.00 x 5 days/12 mos.) 223.75

**TOTAL AMOUNT DIRECTLY TO UTILITY WORKER**

**P 15,397.73**

**B. AMOUNT TO GOVERNMENT IN FAVOR OF UTILITY WORKER**

1 SSS Premium

P 1,120.00

2 Philhealth Premium

245.12

3 E.C.C. Contribution

10.00

4 Pag-Ibig Fund Contribution

100.00

**TOTAL AMOUNT TO GOVERNMENT IN FAVOR OF UTILITY WORKER**

**P 1,475.12**

**C. TOTAL COMPENSATION**

**P 16,872.85**

**D. Other Cost**

Administrative Cost and Profit Margin (10% of C)

**P**

**E. Supplies and Materials**

**P**

**G. Taxes to Government (12% of C, D & E)**

**P**

**H. Contract Rate per Month**

**P**

**I. Contract Rate for Six (6) Janitors**

**P**

**J. Contract Rate for Twelve (12) Months**

**P**

***Section VIII. Checklist of Technical and  
Financial Documents***



# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class "A" Documents*

#### Legal Documents

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

#### Technical Documents

- (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;  
**or**  
Original copy of Notarized Bid Securing Declaration; **and**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) Original duly signed Omnibus Sworn Statement (OSS);  
**and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

#### Financial Documents

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

**or**

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

***Class "B" Documents***

- (l) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

**or**

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

**II. FINANCIAL COMPONENT ENVELOPE**

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

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

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

## *Section IX. Bidding Forms*



## Table of Contents

<b>Omnibus Sworn Statement (Revised) .....</b>	<b>39</b>
<b>Performance Securing Declaration (Revised) .....</b>	<b>43</b>
<b>Bid Form for the Procurement of Goods .....</b>	<b>44</b>
<b>Bid Securing Declaration Form .....</b>	<b>46</b>
<b>Contract Agreement for the Procurement of Goods .....</b>	<b>47</b>



## 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]*



## Performance Securing Declaration (Revised)

*[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]*

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REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_ ) S.S.

### PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
  - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
    - i. Procuring Entity has no claims filed against the contract awardee;
    - ii. It has no claims for labor and materials filed against the contractor; and
    - iii. Other terms of the contract; or
  - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

**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]*

## 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 and 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.

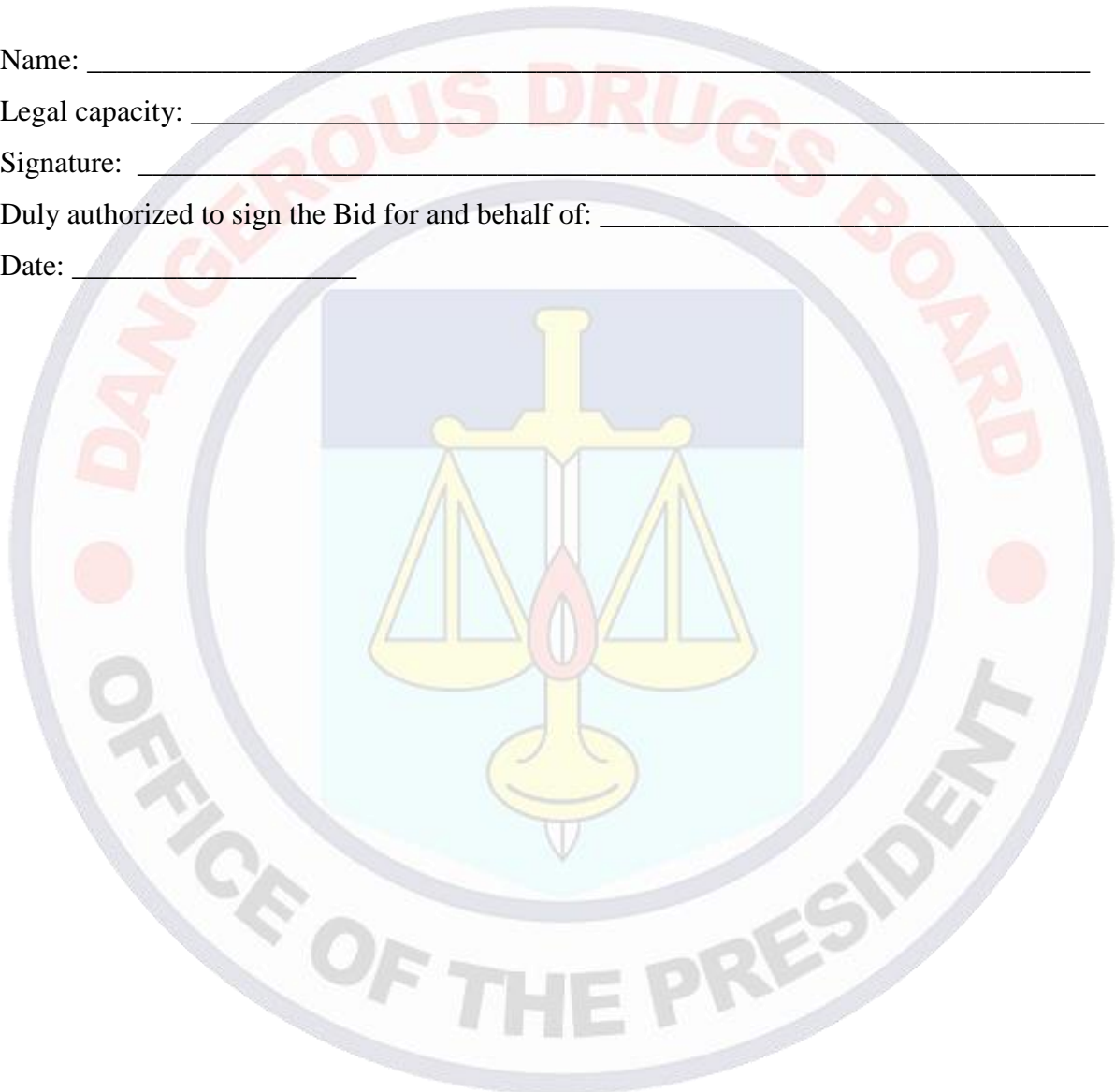
Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_



## **Bid Securing Declaration Form**

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

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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]*

## 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]

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### 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:*

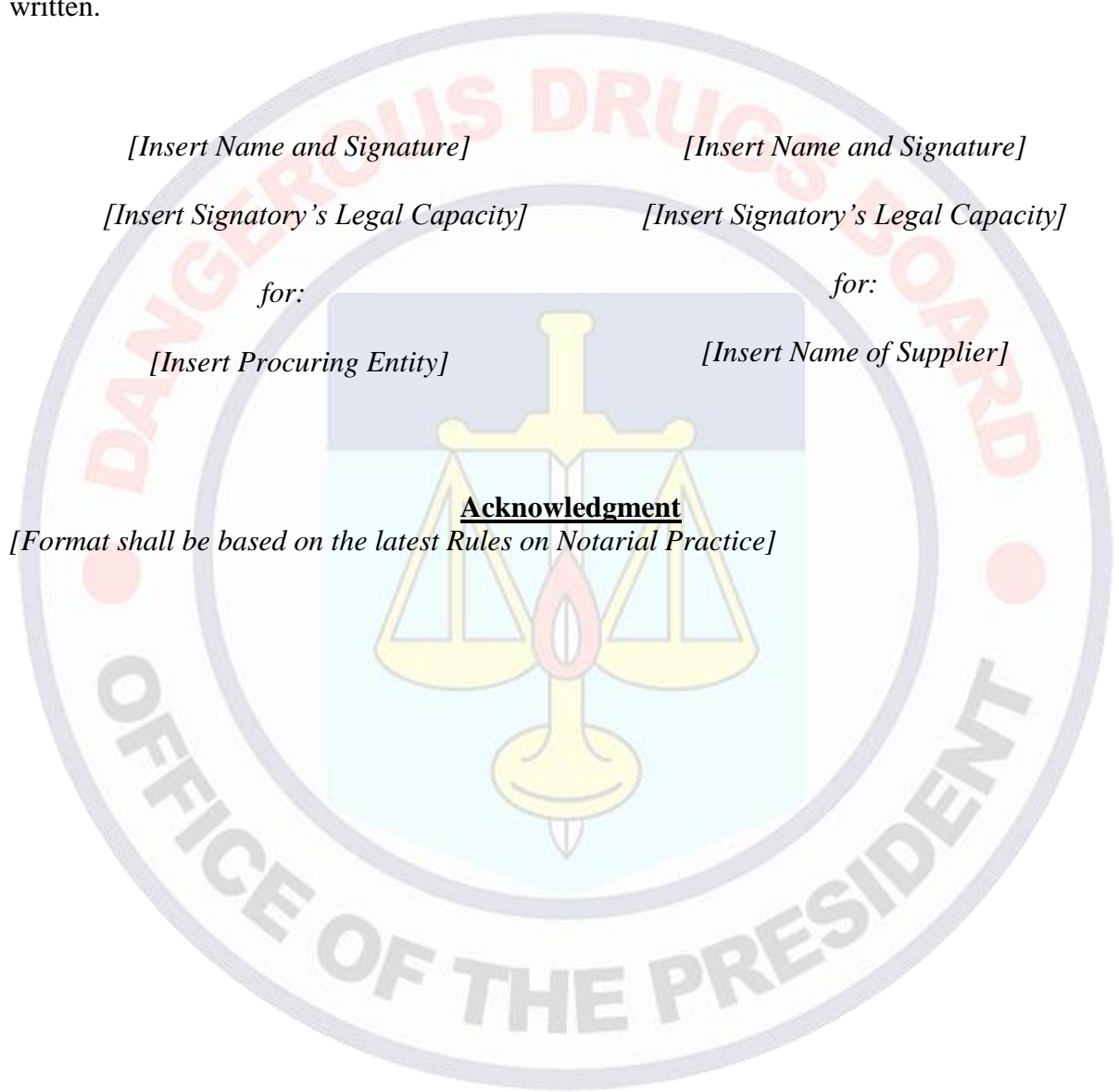
*for:*

*[Insert Procuring Entity]*

*[Insert Name of Supplier]*

**Acknowledgment**

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







Republic of the Philippines

gppdb

Government Procurement Policy Board