

Republic of the Philippines Department of Finance



PRIVATIZATION AND MANAGEMENT OFFICE

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of Janitorial Supplies for PMO and MLC

(Early Procurement Activity)

PMO-04-2025

Government of the Republic of the Philippines

November 2024

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the "name of the Procuring Entity" and "address for bid submission," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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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



Republic of the Philippines Department of Finance

PRIVATIZATION AND MANAGEMENT OFFICE



INVITATION TO BID PROCUREMENT OF JANITORIAL SUPPLIES FOR PMO AND MLC

(EARLY PROCUREMENT ACTIVITY)

- 1. The **Privatization and Management Office** (**PMO**), through the **General Appropriations Act FY 2025** and its **Corporate Fund FY 2025** intends to apply the sum of **Eight Hundred Three Thousand Six Hundred Fifty Pesos** (**PhP803,650.00**), being the Approved Budget for the Contract (ABC) to payments for Procurement of Janitorial Supplies for the PMO and Mile Long Complex (MLC) (PMO-04-2025). Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The *PMO*, through its Bids and Awards Committee (*PMO-BAC*) now invites bids for the Early Procurement Activity (EPA) of the above Procurement Project. Duration of the contract is for the calendar year 2025 commencing on the date as indicated on the Notice to Proceed. Bidders should have completed, within **three (3) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
- 4. Prospective Bidders may obtain further information from the PMO-BAC Secretariat and inspect the Bidding Documents at the address given below during office hours from 8:00AM to 5:00PM, Mondays to Fridays, except Holidays.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on 11 November 2024 from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of One Thousand Pesos (Php1,000.00). Payment for the fees may be made in person or through electronic means. Kindly coordinate with the PMO-BAC Secretariat at the given contact details below. Proof of payment shall be presented in person or through email at BAC@pmo.gov.ph not later than the deadline for submission and receipt of bids.
- 6. The PMO-BAC will hold a Pre-Bid Conference on **18 November 2024, Monday at 10:00 A.M.** at the 4th Floor, Activity Area, Privatization and Management Office, 104 Gamboa Street, Legaspi Village, Makati City. 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.
- 7. Bids must be duly received by the PMO-BAC Secretariat through manual submission at the office address indicated below on or before **29 November 2024, Friday at 10:00 A.M.** Late

bids shall not be accepted. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

Any Bid not accompanied by an acceptable bid security shall be rejected by the PMO-BAC and rated as non-responsive to eligibility requirements.

- 8. Bid opening shall be on **29 November 2024, Friday at 10:00 A.M.** at the 4th Floor, Activity Area, Privatization and Management Office, 104 Gamboa Street, Legaspi Village, Makati City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 9. The PMO 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.

In the event two or more bidders have been post-qualified as the Lowest Calculated and Responsive Bid (LCRB), the procuring entity shall use "draw lots" or similar methods of chance as tie-breaking method.

10. For further information, please refer to:

ATTY. CARLO C. TABALOC

Chairperson, PMO-BAC

Privatization and Management Office

104 Gamboa Street, Legaspi Village, Makati City

Email Address: <u>BAC@pmo.gov.ph</u> Telephone Number: 8817-6331

- 11. Request for clarification(s) on any part of the Bidding Documents or for an interpretation must be in writing and submitted to the PMO-BAC at least ten (10) calendar days before the deadline set for the submission and receipt of Bids or before 5:00 P.M. on **19 November 2024.**
- 12. You may visit the following websites for downloading of Bidding Documents:

PhilGEPS website: https://www.philgeps.gov.ph

PMO website: https://www.pmo.gov.ph

Issued this 9th day of November 2024.

SGD
ATTY. CARLO C. TABALOC
Chairperson, PMO-BAC

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, PMO wishes to receive Bids for the Procurement of Janitorial Supplies for PMO and MLC (Early Procurement Activity), with identification number PMO-04-2025.

The Procurement Project (referred to herein as "Project") is composed of **One** (1) **Lot of Janitorial Supplies for PMO and MLC CY 2025**, 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 CY 2025 in the amount of **Eight Hundred Three Thousand Six Hundred Fifty Pesos** (**PhP803,650.00**).
- 2.2. The source of funding is the NGA, the National Expenditure Program and its Corporate Fund FY 2025.

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 twenty-five percent (25%) 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 Procuring Entity has prescribed that **subcontracting** is **not allowed**.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address {[insert if applicable] 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 **three** (3) **years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must

be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

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

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 until *One Hundred Twenty* (120) Calendar days from the date of opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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.

shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

20. Post-Qualification

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	For this purpose, contracts similar to the Project shall be:				
	a. Supply and delivery of janitorial supplies equivalent to at least 25% of the ABC.				
	b. Completed within three (3) years prior to the deadline for the submission and receipt of bids. To support the SLCC, the bidder must be able to provide the following documents: (a) End-User's Acceptance or (b) Official Receipt(s) or Sales/Service Invoice issued for the completed Contract				
7.1	Subcontracting is not allowed.				
12	No further instructions.				
14.1	The bidder shall submit a Bid Securing Declaration, or any form of Bid Security, in the following amounts:				
	a. The amount of not less than Sixteen Thousand Seventy-Three Pesos (PhP16,073.00), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;				
	b. The amount of not less than Forty Thousand One Hundred Eighty-Two Pesos and 50/100 (PhP40,182.50), if bid security is in Surety Bond.				
15	Bidders are highly encouraged to submit in a sealed envelope the following:				
	a) One (1) original and two (2) certified copies of the Technical and Financial Components of its Bid; and				
	b) a USB containing a scanned copy of the Technical and Financial Components of its Bid or password-protected cloud storage link.				
	Failure to comply with said request shall not be a ground for disqualification.				
19.3	One (1) lot of Janitorial Supplies for PMO and MLC for CY 2025 with an ABC of Eight Hundred Three Thousand Six Hundred Fifty Pesos (PhP803,650.00)				
20.1	Other Requirements/Documents During Post-Qualification				
	Within the non-extendible period of 5 calendar days from receipt by the Bidder of the notice from the BAC that it submitted the LCB, the bidder shall submit the following requirements:				
	a. Latest income and business tax returns: printed copies of the electronically filed Income Tax and Business Tax Returns with copies of their respective Payment Confirmation Forms for the immediately preceding calendar/tax year from authorized agent bank;				

Only tax returns files and taxes paid through the BIR Electronic Filing and Payment Systems (EFPS) shall be accepted. NOTE: The latest income and business tax returns are those within the last six months preceding the date of submission. b. Documents to verify or support its Statement of On-going Contract and/or Statement identifying its Single Largest Completed Contract which may consist of the following: appropriate and clearly signed Purchase Orders, agreements, notices of award, job orders, or notices to proceed, with corresponding duly signed certificate of completion, delivery receipts, inspection and acceptance reports, certificates of final acceptance or official receipts. c. Original copies of the certificates, licenses and permits required by law, stated in the BDS and Section VII, Technical Specifications submitted during opening of bids. No further instruction. 21.2

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

aaa	Special Conditions of Contract
GCC Clause	
1	Delivery and Documents –
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:
	The delivery terms applicable to the Contract are delivered for: (1) PMO Building at 104 Gamboa Street, Legaspi Village, Makati City and (2) Mile Long Building, Amorsolo Street corner Rufino Street, Barangay Pio Del Pilar, Makati City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and acceptance of the Goods at the Project Site.
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity's Representative at the Project Site are the following:
	For PMO
	Hilaria A. Turtal Administrative Officer IV
	For MLC
	Marites M. Natividad Administrative Officer V, LMT Member
	Gilbert Diano Clerk II
	Note: The Supplier must provide separate receipt for each delivery area.
	Incidental Services –
	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.
	Packaging –
	The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into

consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

Transportation -

Transport of the Goods to the Site, including insurance and storage, shall be arranged by the Supplier, and related costs shall be included in the bid price.

The Procuring Entity accepts no liability for the damage of Goods during transit. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers, risk and title will not be deemed to have passed to the Procuring Entity until their receipt and acceptance at the site.

Intellectual Property Rights –

The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

2.2 The Terms of payment shall be as follows:

- a) Payment shall be made within fifteen (15) to thirty (30) calendar days upon receipt of the End-User of complete documentary requirements for billing from the Supplier such as Delivery Receipt and Sales Invoice or any applicable billing statement after each delivery schedule.
- b) A retention money in an amount equivalent to at least 1% of every progress payment shall be withheld as warranty security. The said amounts shall only be released after the lapse of the 3-month warranty period or after consumption of the delivered goods.
- c) In case of failure to deliver on the date specified in Section VI. Schedule of Requirements, liquidated damages shall be deducted from the progress payment, in an amount one-tenth of one percent (0.001) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the End-User.
- The Contractor shall present samples of each kind of janitorial supplies including the Product Information Sheet (PIS) and Safety Data Sheet (SDS) of the required supplies during Post Qualification (PQ) for inspection and examination of goods vis-à-vis the Technical Specifications.

A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.

Section VI. Schedule of Requirements

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.

PMO Building

2nd Quarter Delivery

Item No.	Item	Unit	Quantity	Delivered, Weeks/ Months
1	Insecticide Spray 500ml	cans	50	
2	Deodorant Cake	pcs.	150	
3	Crystallizer for Marbles	gals.	2	
4	Toilet Bowl and Urinal Cleaner	gals.	30	
5	Non-Buffable Sealer Finish Wax (gloss)	gals.	25	
6	Disinfectant Cleaner	gals.	30	
7	Liquid Hand Soap	gals.	30	April 4, 2025
8	Dishwashing Liquid Soap	gals.	30	
9	Muriatic Acid	gals.	12	
10	Liquid Bleach	gals.	20	
11	Cotton Rags, 8" Diameter	kilo	20	
12	Dishwashing Sponge, w/ Foam, 2in1	pcs.	20	
13	Toilet Plunger	pcs.	12	

Conforme by:
Signature over Printed Name of Authorized Signatory
Designation/Position Title
Company Name
Bidder's Address

PMO Building

4th Quarter Delivery

Item No.	Item	Unit	Quantity	Delivered, Weeks/ Months
1	Insecticide Spray 500ml	cans	50	
2	Plastic Hand Brush, Small	pcs.	20	
3	Push Brush with Wood Handle	pcs.	12	
4	Deodorant Cake	pcs.	150	
5	Toilet Bowl and Urinal Cleaner	gals.	20	
6	Non-Buffable Sealer Finish Wax (Gloss)	gals.	25	
7	Disinfectant Cleaner	gals.	20	
8	Detergent Powder, 500-600 grams	packs	80	October 3,
9	Liquid Hand Soap	gals.	20	2025
10	Dishwashing Liquid Soap	gals.	20	
11	Liquid Bleach	gals.	30	
12	Flannel Cloth	yards	20	
13	Plastic Spray Gun 500 ml	pcs.	20	
14	Trash Bags, XXXL	pcs.	1,200	
15	Mop Head Cotton	pcs.	75	
16	Steel Wool	packs	30	

Conforme by:
Signature over Printed Name of Authorized Signatory
Designation/Position Title
Company Name
Bidder's Address

1st Quarter Delivery

Item No.	Item	Unit	Quantity	Delivered, Weeks/ Months
1	Air Freshener	gals.	33	
2	Insecticide Spray	cans	25	
3	Soft Broom	pcs.	13	
4	Broom Stick	pcs.	8	
5	Toilet Bowl Brush	pcs.	13	
6	Plastic Hand Brush, Small	pcs.	13	
7	Scrubbing Pad with Sponge 75 x 75	pcs.	15	
8	Deodorant Cake, 3 pcs./pack	packs	200	
9	Toilet Bowl and Urinal Cleaner	gals.	45	
10	Non-Buffable Sealer Finish Wax (gloss)	gals.	8	
11	Disinfectant Cleaner	gals.	45	Iomuomy 6
12	Detergent Powder, 480 grams	packs	75	January 6, 2025
13	Liquid Hand Soap	gals.	50	2023
14	Muriatic Acid	gals.	7	
15	Liquid Bleach	gals.	50	
16	Rubber Hand Gloves	pairs	13	
17	Mop Handle	pcs.	13	
18	Mop Head	pcs.	38	
19	Toilet Plunger	pcs.	4	
20	Cotton Rags, 8" Diameter	bundles	13	
21	Flannel Cloth	pcs.	13	
22	Plastic Spray Gun 500 ml	pcs.	8	
23	Trash Bags, XXXL	pcs.	1000	

Conforme by:
Signature over Printed Name of Authorized Signatory
Designation/Position Title
Company Name
Bidder's Address

2nd Quarter Delivery

Item No.	Item	Unit	Quantity	Delivered, Weeks/ Months
1	Air Freshener	gals.	33	
2	Insecticide Spray	cans	25	
3	Soft Broom	pcs.	13	
4	Broom Stick	pcs.	8	
5	Toilet Bowl Brush	pcs.	13	
6	Plastic Hand Brush, small	pcs.	13	
7	Scrubbing Pad with Sponge 75 x 75	pcs.	15	
8	Deodorant Cake, 3 pcs./pack	packs	200	
9	Toilet Bowl and Urinal Cleaner	gals.	45	
10	Non-Buffable Sealer Finish Wax (gloss)	gals.	8	
11	Disinfectant Cleaner	gals.	45	
12	Detergent Powder, 480 grams	Packs	75	
13	Liquid Hand Soap	gals.	50	A mril 1
14	Muriatic Acid	gals.	7	April 4, 2025
15	Liquid Bleach	gals.	50	2023
16	Rubber Hand Gloves	pairs	13	
17	Mop Handle	pcs.	13	
18	Mop Head	pcs.	38	
19	Toilet Plunger	pcs.	4	
20	Cotton Rags, 8" Diameter	bundles	13	
21	Flannel Cloth	pcs.	13	
22	Plastic Spray Gun 500 ml	pcs.	8	
23	Trash Bags, XXXL	pcs.	1000	
24	Hand Truck, 600 kg. capacity	unit	1	
25	Steel Platform Push Cart, Heavy Duty, 180kgs. capacity, 23x35 in., 5-inch wheels	unit	1	

Conforme by:
Signature over Printed Name of Authorized Signatory
Designation/Position Title
Company Name
Bidder's Address

3rd Quarter Delivery

Item No.	Item	Unit	3rd Quarter	Delivered, Weeks/ Months
1	Air Freshener	gals.	33	
2	Insecticide Spray	cans	25	
3	Soft Broom	pcs.	13	
4	Broom Stick	pcs.	8	
5	Toilet Bowl Brush	pcs.	13	
6	Plastic Hand Brush, Small	pcs.	13	
7	Scrubbing Pad with Sponge 75 x 75	pcs.	15	
8	Deodorant Cake, 3 pcs./pack	packs	200	
9	Toilet Bowl and Urinal Cleaner	gals.	45	
10	Non-Buffable Sealer Finish Wax (Gloss)	gals.	8	
11	Disinfectant Cleaner	gals.	45	
12	Detergent Powder, 480 grams	packs	75	July 4, 2025
13	Liquid Hand Soap	gals.	50	
14	Muriatic Acid	gals.	7	
15	Liquid Bleach	gals.	50	
16	Rubber Hand Gloves	pairs	13	
17	Mop Handle	pcs.	13	
18	Mop Head	pcs.	38	
19	Toilet Plunger	pcs.	4	
20	Cotton Rags, 8" Diameter	bundles	13	
21	Flannel Cloth	pcs.	13	
22	Plastic Spray Gun 500 ml	pcs.	8	
23	Trash Bags, XXXL	pcs.	1000	

Conforme by:
Signature over Printed Name of Authorized Signatory
Designation/Position Title
Company Name
Bidder's Address

4th Quarter Delivery

Item No.	Item	Unit	Quantity	Delivered, Weeks/ Months
1	Air Freshener	gals.	31	
2	Insecticide Spray	cans	25	
3	Soft Broom	pcs.	11	
4	Broom Stick	pcs.	6	
5	Toilet Bowl Brush	pcs.	11	
6	Plastic Hand Brush, Small	pcs.	11	
7	Scrubbing Pad with Sponge 75 x 75	pcs.	15	
8	Deodorant Cake, 3 pcs./pack	packs	200	
9	Toilet Bowl and Urinal Cleaner	gals.	45	
10	Non-Buffable Sealer Finish Wax (gloss)	gals.	6]
11	Disinfectant Cleaner	gals.	45	Ootobou 2
12	Detergent Powder, 480 grams	packs	75	October 3, 2025
13	Liquid Hand Soap	gals.	50	2023
14	Muriatic Acid	gals.	4	
15	Liquid Bleach	gals.	50	
16	Rubber Hand Gloves	pairs	11	
17	Mop Handle	pcs.	11	
18	Mop Head	pcs.	36	
19	Toilet Plunger	pcs.	3	
20	Cotton Rags, 8" Diameter	bundles	11	
21	Flannel Cloth	pcs.	11	
22	Plastic Spray Gun 500 ml	pcs.	6	
23	Trash Bags, XXXL	pcs.	1000	

Conforme by:
Signature over Printed Name of Authorized Signatory
Designation/Position Title
Company Name
Bidder's Address

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
		[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]
	PMO	
1	 100 cans of Insecticide Spray, branded Aerosol Type Multi-insect killer Net Content: 500ml FDA Approved Product Product Information Sheet and Safety Data Sheet 	
2	 20 pieces of Plastic Hand Brush Size: Small with nylon bristles 	
3	12 pieces of Push Brush • Wood Handle	
4	300 pieces of Deodorant Cake, brandedWeight: 50 grams each	

5	 Scent: Citrus or floral FDA Approved Product Product Information Sheet and Safety Data Sheet 2 gallons of Crystallizer for Marbles, branded Net Content: 1 gallon per container Contains no organically bound halogen 	
	 For marble, stone floors and terrazzo FDA Approved Product Product Information Sheet and Safety Data Sheet 	
6	 50 gallons of Toilet Bowl and Urinal Cleaner, branded Net Content: 1 gallon per container Bacterial, fully miscible in water FDA Approved Product Product Information Sheet and Safety Data Sheet 	
7	 50 gallons of Non-Buffable Sealer Finish Wax (gloss), branded Net Content: 1 gallon per container Gloss finish (non-slip) FDA Approved Product Product Information Sheet and Safety Data Sheet 	
8	 50 gallons of Disinfectant Cleaner, branded Net Content: 1 gallon per container Non-toxic, non-corrosive, non-irritant, non-staining when diluted FDA Approved Product Product Information Sheet and Safety Data Sheet 	
9	 80 packs of Detergent Powder, branded Net Content: 500-600 grams per pack Scent: Citrus or Floral Application: Stain Removal; Antibacterial FDA Approved Product Product Information Sheet and Safety Data Sheet 	

10	 50 gallons of Liquid Hand Soap, branded Net Content: 1 gallon per container Scent: Citrus or floral Antibacterial/germ protection with moisturizer FDA Approved Product Product Information Sheet and Safety Data Sheet 	
11	 50 gallons of Dishwashing Liquid Soap, branded Net content: 1 gallon per container Removes bad smell in one wash Removes grease and 99.9% of viruses and germs FDA Approved Product Product Information Sheet and Safety Data Sheet 	
12	 12 gallons of Muriatic Acid, branded Net Content: 1 gallon per container Product Information Sheet and Safety Data Sheet 	
13	 50 gallons of Liquid Bleach, branded Net Content: 1 gallon per container Sodium Hypochlorite Solution: 5.25% (minimum) Application: for cleaning, deodorizing, and disinfecting non-porous surface, effective on food grease, mildew stains, safe to handle, non-staining FDA Approved Product Product Information Sheet and Safety Data Sheet 	
14	20 yards of Flannel Cloth	
15	20 kilos of Cotton Rags • 8" Diameter	
16	20 pieces of Plastic Spray Gun • Size: 500 ml	
17	 1200 pieces of Trash Bags Made of polyethylene (PE) plastic, tubular type, with or without tie Size: XXXL 	

	• Color: Black	
	• Thickness: 1.3Mil	
	• Packaging: 100 pieces per pack	
10		
18	75 pieces Mop Head cotton	
	• Made of rayon,	
	• 40 strands per ply (minimum)	
	• 3 ply per strand	
	• Twisted	
	• Weight: 400 grams (minimum)	
	• Length: 410mm (minimum)	
	• Length of Band: 170mm (minimum)	
10	20 1 C/ 177/ 1	
19	30 packs Steel Wool	
	• 16 pieces per pack	
20	20 missas Dishayashing sman as any Fasan	
20	20 pieces Dishwashing sponge, w/ Foam, 2in1, branded	
	• With polyurethane sponge	
	Heavy duty	
	• Size: 100mm x 75mm x 30mm	
	Size. Toomin x 75mm x 50mm	
21	12 pieces of Toilet Plunger	
	• Size: 60cm (handle length) x 12cm (base	
	diameter)	
	Wooden handle	
	MLC	
1	130 gallons of Air freshener, branded	
	Liquid type	
	• Net Content: 1 gallon per container	
	• Scent: Citrus or Linen	
	 Long lasting fragrance 	
	FDA Approved Product	
	• Product Information Sheet and Safety	
	Data Sheet	
2	100 cans of Insecticide Spray, branded	
	A 1.00	
	3.6.1.2.2	
	Multi-insect killerNet Content: 500ml	
	• FDA Approved Product • Product Information Sheet and Safety	
	 Product Information Sheet and Safety Data Sheet 	
	Data Sheet	
3	50 pieces of Soft Broom (Tambo)	
	Native broom	
	• Weight: 500 grams (maximum)	
-	/	

4	 Handle: Plastic coated Wooden Diameter of Handle: 19mm (minimum) Length of Handle: 545mm (minimum) Dry Weight of the Tiger Grass: 200 grams (minimum) Usable length of tiger grass: 270mm (minimum) 30 pieces of Broom Stick (Walis Ting- 	
•	 Ting) Made of mature coconut midribs Standard Size: 140mm grip (minimum), measured 150mm from the top Usable Length: 760mm (minimum) 	
5	 50 pieces of Toilet Bowl Brush Size: Large – manufacturer's standard with 1 1/8" trimmed bristles (minimum) Brush type: Nylon scrubber brush Handle: Wooden handle 	
6	50 pieces of Plastic Hand BrushSize: Small with nylon bristles	
7	 60 pieces of Scrubbing Pad with Sponge, branded 2-in-1 Size: 75mm x 75mm, Color: Green 	
8	 800 packs of Deodorant Cake, branded 3 pieces/pack Weight: 50 grams each Scent: Citrus or floral FDA Approved Product Product Information Sheet and Safety Data Sheet 	
9	 180 gallons of Toilet Bowl and Urinal Cleaner, branded Net Content: 1 gallon per container Bacterial, fully miscible in water FDA Approved Product Product Information Sheet and Safety Data Sheet 	
10	30 gallons of Non-Buffable Sealer Finish Wax, branded	

	 Net Content: 1 gallon per container Gloss finish (non-slip) FDA Approved Product Product Information Sheet and Safety Data Sheet 	
11	 180 gallons of Disinfectant Cleaner, branded Net Content: 1 gallon per container Non-toxic, non-corrosive, non-irritant, non-staining when diluted FDA Approved Product Product Information Sheet and Safety Data Sheet 	
12	 300 packs of Detergent Powder, branded Net Content: 480 grams per pack Scent: Citrus or Floral Application: Stain removal; Antibacterial Product Information Sheet and Safety Data Sheet 	
13	 200 gallons of Liquid Hand Soap, branded Net Content: 1 gallon per container Scent: Citrus or floral Antibacterial/germ protection with moisturizer Product Information Sheet and Safety Data Sheet 	
14	25 gallons of Muriatic Acid, branded	
	 Net Content: 1 gallon per container Product Information Sheet and Safety Data Sheet 	

	Product Information Sheet and Safety Data Sheet	
16	 50 pairs of Hand Gloves Size: 7 1/2 - 8 (medium) Material: rubber material, mid forearm, fully reusable Packaging: One (1) pair per pack 	
17	 50 pieces of Mop Handle Wood Metal Frame 5ft. Heavy duty Screw type with metal mop head clipper Wooden handle 	
18	 150 pieces of Mop Head Made of rayon 40 strands per ply (minimum) 3 ply per strand Twisted Weight: 400 grams (minimum) Length: 410mm (minimum) Length of Band: 170mm (minimum) 	
19	 15 pieces of Toilet Plunger 60cm (handle length) x 12cm (base diameter) Wooden handle 	
20	 50 bundles of Cotton Rags Diameter: 8" Diameter Approx. 1 kilogram per bundle Color: Assorted 	
21	50 pieces of Flannel ClothSize: 40 x 40cm	
22	 30 pieces of Plastic Spray Gun Calibrated trigger sprayer, plastic Capacity: 500 ml 	
23	 4000 pieces of Trash Bags Made of polyethylene (PE) plastic, tubular type, with or without tie Size: XXXL Color: black Thickness: 1.3Mil 	

	Packaging: 100 pieces per pack	
24	1-unit Hand Truck	
	• Capacity: 600 kgs.	
25	1-unit Steel Platform Pushcart	
	• Heavy duty,	
	• Capacity: 180 kg.	
	• Size: 23x35in., 5-inch wheels	
	In case of failure to deliver on the date	
	specified in Section VI. Schedule of	
	Requirements, liquidated damages shall be	
	deducted from the progress payment, in an	
	amount one-tenth of one percent (0.001) of	
	the cost of the delayed goods scheduled for	
	delivery for every day of delay until such	
	goods are finally delivered and accepted by	
	the End-User.	

Conforme by:
Signature over Printed Name of Authorized Signatory
Designation/Position Title
Company Name
Bidder's Address

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

II.

Class "A" Documents Legal Documents			
(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;		
<u>Technica</u>	l Documents		
(b)	Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and		
(c)	Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the		
(d)	relevant period as provided in the Bidding Documents; <u>and</u> Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission <u>or</u> Original copy of Notarized Bid Securing Declaration; <u>and</u>		
(e)	Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; and		
(f)	Original duly signed Omnibus Sworn Statement (OSS) <u>and</u> 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.		
Financia	l Documents		
(g)	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) or A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.		
	Class "B" Documents		
(h)	If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence <u>or</u> 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.		
FINANC	IAL COMPONENT ENVELOPE		
(i)	Original of duly signed and accomplished Financial Bid Form; and		
(j)	Original of duly signed and accomplished Price Schedule(s).		
	cumentary requirements under RA No. 9184 (as applicable)		
(k)	[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government		

office of their country stating that Filipinos are allowed to participate in

	government procurement activities for the same item or product.			
(l)	Certification from the DTI if the Bidder claims preference as a Domestic			
	Bidder or Domestic Entity.			

(SUGGESTED TEMPLATE)

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

A. Government

Project Details a) Project Title	Kinds of Goods to be Supplied	% of Accomplishment		Value of Outstanding Works
b) Agency/Companyc) Contract Amount/Valued) Contract Duration/Periode) Date Started		Planned	Actual	(Undelivered Portion)
1.				
2.				

B. Private

Project Details a) Project Title	Kinds of Goods to be Supplied	% of Accomplishment		Value of Outstanding Works
b) Agency/Companyc) Contract Amount/Valued) Contract Duration/Periode) Date Started		Planned	Actual	(Undelivered Portion)
1.				
2.				

Note: The following documents must be presented during Post-Qualification: (a) Notice of Award and/or Contract, and (b) Notice to Proceed.

This is to	certify that th	e above stat	tement is tru	e and correct.

Signature over Printed Name of Authorized Representative

(SUGGESTED TEMPLATE)

Statement of Single Largest Completed Contracts (SLCC) Similar to the Contract to be Bid

Project Details a) Project Title b) Agency/Company c) Contract Duration/Period d) Date Started e) Date Completed	Contract Amount a) Value as Awarded b) Value adjusted to current prices using PSA consumer price indices, when necessary	Description of the Projector Major Categories of Work Similar to the Contract to be Bid
a) b)		
c)		
d) e)		

Note:

To support the SLCC, the bidder must be able to provide the following documents: (a) End-User's Acceptance, or (b)Official Receipt(s) or Sales/Service Invoice issued for the completed contract.

The End-User's Acceptance must have the following details:

- a) Name of the Project Owner that issued the certificate;
- b) Name of Contractor/Service Provider;
- c) Name of Contract; and,
- d) Contract Duration

This is to certify that the above statement is true and correct.
Signature over Printed Name of Authorized Representative

Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

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

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

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

[Jurat]

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

- I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:
- 1. [Select one, delete the other:]

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

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

2. [Select one, delete the other:]

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

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

- 3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
 - 5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
- 6. [Select one, delete the rest:]

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, Procurement Agent if engaged, 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, Procurement Agent if engaged, 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, Procurement Agent if engaged, 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]

(SUGGESTED TEMPLATE)

COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY (NFCC)

A. Summary of the Bidder's assets and liabilities

	PARTICULARS	AMOUNT
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		
NECC- D		
NFCC= P		

Submitted by:

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

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]
Bid F	Having examined the Philippine Bidding Documents (PBDs) including the Supplemental Sulletin Numbers <i>Linsert numbers L</i> , the receipt of which is hereby duly acknowledged, w

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	
Currency	
(if none, state "None")]	_

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

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

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

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

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

Name:	
Legal capacity:	
Signature:	
Duly authorized to sign the Bid for and behalf of:	
Date:	

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

For Goods Offered from Within the Philippines

Name	e of Blader				Projec	et ID No		Page	DI
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)
Note	: If number	r 7 is not	filled up.	Please	indicate that	total pric	e includes	all taxes.	
Name): 								
Legal	Capacity:								
Signa	ture:								
Duly	authorized	to sign tl	he Bid fo	r and b	ehalf 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]

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

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]

