

DEPARTMENT OF AGRICULTURE

Regional Field Office No. 5
San Agustin, Pili, Camarines Sur 4418



Procurement of Twenty-Eight (28) Janitorial Services for DA-RFO 5 for the period of February 2025 to January 2026

11-GOODS-AFD-2024

ABC: ₱4,289,997.60

Sixth Edition

November 29, 2024

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



INVITATION TO BID

***Procurement of Twenty Eight (28) Janitorial Services for DA RFO 5
 For the period of February 2025 - January 2026***

- The **Department of Agriculture Regional Field Office No. 5**, through the **National Expenditure Program (NEP) for CY 2025 GAS, MDS, FPMA-HVCDP Funds** intends to apply the sum of **Four Million Two Hundred Eighty Nine Thousand Nine Hundred Ninety Seven Pesos and 60/100 (Php4,289,997.60)** being the ABC to payments under the contract for **ITB No. 11-GOODS-AFD-2025**.

Bids received in excess of the ABC shall be automatically rejected at bid opening.

- The **Department of Agriculture Regional Field Office No. 5** now invites bids for the following:

Description		Location of the Project	Delivery of the Goods
28 - Janitorial Services for DA RFO 5		DA RFO 5, San Agustin, Pili Cam. Sur	February 3, 2025 - January 30, 2026
A. PAYABLE DIRECTLY TO SERVICEMEN -	10,212.32		
B. PAYABLE TO THE GOVERNMENT SHARE -	1,215.00		
C. ADMINISTRATIVE COST -	<u>1,142.73</u>		
Monthly Billing Rate per Serviceman	12,570.05		
Supplies	<u>197.80</u>		
TOTAL	<u>12,767.85</u>		
Breakdown of Janitorial Supplies:			
1. Dishwashing Liquid			
2. Hand Soap, liquid			
3. Bleaching Disinfectant liquid			
4. Fabric Conditioner			
5. Detergent Powder			
6. Muriatic Acid			
7. Liquid Sosa			
8. Toilet Deodorizer			
9. Disinfectant Spray			
10. Air Freshener spray			
11. Insect Killer Spray			
12. Toilet Bowl Cleaner			
13. Alcohol			
14. Furniture Cleaner			
15. Glass Cleaner			
16. Soft Broom			
17. Hard Broom			

18. Ceiling Broom			
19. Floor Mop			
20. Dust Pan			
21. Push Brush			
22. Pail			
23. Dipper			
24. Toilet Brush			
25. Floor Mat			
26. Rugs			
27. Garbage Bag (assorted sizes)			
28. Rubber Gloves			
29. Tissue Paper			
30. Toilet Pump, rubber			

Bidders should have completed, within **Two (2) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

- 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.

- Prospective Bidders may obtain further information from **DA RFO 5 BAC Secretariat**, San Agustin, Pili, Camarines Sur and inspect the Bidding Documents at the address given below during ***Mondays – Fridays, 8:00 AM to 5:00 PM except for Holidays, Saturdays and Sundays.***
- A complete set of Bidding Documents may be acquired by interested Bidders on ***November 29- December 23, 2024 (9:00AM)*** 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 (**₱5,000.00**).

The Procuring Entity shall require the bidder to present its proof of payment for the fees.

- The **DA RFO5** will hold a Pre-Bid Conference on ***December 09, 2024; 1:30PM*** at 3rd Flr. Sta. Catalina Hall, Operations Bldg., DA RFO-5, San Agustin, Pili, Camarines Sur, which shall be open to prospective bidders.
- Bids must be duly received** by the BAC Secretariat through manual submission at the office address indicated below, on or before ***December 23, 2024 (9:00AM)*** . **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.

9. **Bid opening** shall be on **December 23, 2024 (10:00AM)** at the given address below at 3rd Flr. Sta. Catalina Hall, Operations Bldg., DA RFO-5, San Agustin, Pili, Camarines Sur. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. In case of a tie Bid, the BAC will conduct the Guidelines on the Use of Non-Discretionary / Non-Discriminatory Selection criteria as Tie Breaking Method thru DRAW LOTS in case of two or more Bidders are determined and declared as the Lowest Calculated and Responsive Bidder (LCRB) (GPPB CIRCULAR NO.06-2005)
11. The **DA RFO 5** 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.
12. For further information, please refer to:

BAC Secretariat Office

Department of Agriculture, Regional Field Office No. 5

San Agustin, Pili, Camarines Sur 4418

Email Address: bacrfo5@gmail.com

For downloading of Bidding Documents: www.dabicol.gov.ph

November 28, 2024, San Agustin, Pili, Camarines Sur

LORENZO L. ALVINA
OIC, RTD for Research and Regulations
Chairperson, Bids & Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Department of Agriculture Regional Field Office, No. 5* wishes to receive Bids for the *Procurement of Twenty Eight (28) Janitorial Services for DA RFO 5 For the period of February 2025 - January 2026* with identification number **PB-No. 11-GOODS-AFD-2025**.

The Procurement Project (referred to herein as “Project”) is composed of *One 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 *National Expenditure Program (NEP) for CY 2025 GAS, MDS, FPMA-HVCDP Funds* in the amount *Four Million Two Hundred Eighty Nine Thousand Nine Hundred Ninety Seven Pesos and 60/100 (Php4,289,997.60)*.

2.2. The source of funding is

a. NGA, the National Expenditure Program (NEP)

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

a. For the procurement of Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to **at least fifty percent (50%) of the ABC or equivalent to Php2,144,988.80**

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

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 at **DA RFO 5, San Agustin, Pili, Camarines Sur** 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 **TWO (2) YEARS** prior to the deadline for the submission and receipt of bids.

10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

- ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

14. Bid Security

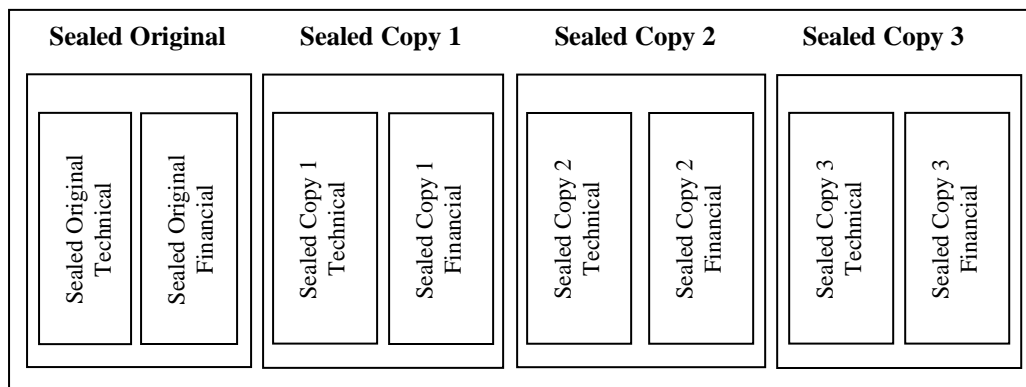
- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **April 22, 2025 (120 Calendar days)**. 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 (1) Original copy of the first and second component of its Bid. The Procuring entity is requesting an additional three (3) hard 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.

Sealed Original, Copy 1, Copy 2 & 3 in one (1) Single Envelope



All copies shall be marked Certified True Copy & signed by the bidder or its duly authorized representative.

Additional instructions: All copies must be marked with index/ear tabs or side-end tabs to identify the page components and shall be properly addressed to the **BAC Chairperson**.

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (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 a single item in one lot and shall be awarded as one contract.

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause					
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Janitorial Services b. completed within <i>Two (2) years</i> prior to the deadline for the submission and receipt of bids. 				
7.1	No further instruction				
12	The price of the Goods shall be quoted DDP DA RFO 5, SAN AGUSTIN, PILI, CAMARINES SUR or the applicable International Commercial Terms (INCOTERMS) for this Project.				
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than 2% of ABC equivalent to Php85,799.95, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than 5% of ABC equivalent to Php214,499.88, if bid security is in Surety Bond. 				
19.3	<p>Partial Bid is NOT Allowed.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="text-align: center;">Particulars</th> <th style="text-align: center;">ABC (Php) (inclusive of VAT)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">28 - Janitorial Services for DA RFO 5</td> <td style="text-align: center;">4,289,997.60</td> </tr> </tbody> </table>	Particulars	ABC (Php) (inclusive of VAT)	28 - Janitorial Services for DA RFO 5	4,289,997.60
Particulars	ABC (Php) (inclusive of VAT)				
28 - Janitorial Services for DA RFO 5	4,289,997.60				
20.2	<p>The bidder shall submit:</p> <ol style="list-style-type: none"> 1. Janitorial Agency Organizational Chart 2. Certificate of Compliance from DOLE 3. Certificate of Registration from DOLE 4. License to Operate 5. Certificate of Good Standing 6. Clearance from National Labor Relations Commission (NLRC) 7. Proof of remittances from SSS, PhilHealth, Pag-Ibig 8. Performance Evaluation Report of Single Largest Completed Contract (SLCC) with a rating of at least Very Satisfactory signed by the end-user with the approval of Regional Director or RTD for government contract or with the approval of the highest ranking official for private contract. 9. BIR Registration 10. Latest Income Tax Return 11. Latest VAT Payment 12. Contingency Plan of the Janitorial Agency 				

	13. Breakdown of supplies to be used on monthly basis. 14. Non-disclosure policy for every janitor. 15. Provision of additional manpower, if necessary.. 16. Janitorial plan for an effective and efficient delivery by contract. Other requirements peculiar to the procurement project under consideration
21.2	<i>No further instruction.</i>

Section IV. General Conditions of Contract

1. **Scope of Contract**

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

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

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

2. **Advance Payment and Terms of Payment**

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

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

3. **Performance Security**

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

4. **Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project 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>A. Additional requirements for the completion of this Contract. The Winning bidder shall be responsible for the following:</p> <p>GENERAL CONDITIONS</p> <ol style="list-style-type: none"> 1. For the performance of the foregoing cleaning, maintenance and sanitation task, the SERVICE PROVIDER AGENCY shall furnish the services of healthy, reliable honest, professionally trained, and carefully selected personnel who have the necessary medical including drug test, NBI and Police Clearances. Pool of 18 janitors, to work eight (8) hours a day, five (5) days a week from Monday to Friday. Likewise, the SERVICE PROVIDER AGENCY shall assign a supervisor to head their personnel. 2. The SERVICE PROVIDER AGENCY shall furnish its personnel with all the necessary equipment, supplies and materials for its own account. Electric and water consumption cost shall be accounted by DA-5. All the supplies of the service provider agency shall be turned over on a monthly basis to the General Services Section for monitoring /safekeeping based on the bid details. A space will be provided for the aforementioned materials and equipment. The SERVICE PROVIDER AGENCY may hold the DA5 free from any liability arising from any liability arising from loss or damage of such materials and equipment. 3. The SERVICE PROVIDER AGENCY’s personnel shall be provided with adequate uniforms and appropriate Identification Cards at the expenses of SERVICE PROVIDER AGENCY, which shall be worn by the janitors at all times for proper identification. 4. The SERVICES PROVIDER AGENCY shall provide relievers and/or replacement at all times in case of absence of its personnel. Overtime work rendered by janitors and supervisors during special occasion shall be subject to prior authorization by the Head of Agency and availability of fund. 5. The Supervisor of the janitors shall receive instructions regularly from the DA-5 representative (General Services Section). Supervisor may likewise be replaced or subjected to rotation upon recommendation of the DA-5 representative. 6. Each SERVICE PROVIDER AGENCY’s personnel shall personally register at DA-5 biometrics system and be subjected logging-in and logging-out of the daily attendance. The absences and under

time to be incurred by any of them shall be deducted from the monthly payment of services rendered in proportion to the agreed contract rate.

7. The DA-5 shall not be liable for personal obligations or indebtedness of the janitors assigned to its premises.
8. The SERVICE PROVIDER AGENCY shall be liable for all losses and/or damages to DA-5 properties caused by or arising out of the performance of janitorial services through negligence, dishonesty, inefficiency and/or such other faults of its employee including those which shall be suffered by the DA-5. It is the responsibility of the service provider agency to closely supervise, coordinate, control, and monitor the discharge of the duties by the janitors in accordance with the terms of this TOR.
9. The SERVICE PROVIDER AGENCY shall comply with all existing labor laws, including minimum wage, 13th month pay, service incentive leaves with pay, SSS/Philhealth/PAG-IBIG Premium contributions and other mandatory benefits as prescribed by law for all its employees assigned to the DA-5 in accordance with all labor laws and adjustments mandated.
10. The DA-5 shall pay the SERVICE PROVIDER AGENCY based on the billing which should be submitted to DA-5 of each month for the duration of the contract. The SERVICE PROVIDER AGENCY shall pay the wages, salaries of their personnel not later than the 15th and 30th.

The SERVICE PROVIDER AGENCY shall pay the wages of their personnel even if for some reason or the other, the SERVICE PROVIDER AGENCY fails to collect from DA-5.

Payment to be made for the services of the SERVICE PROVIDER AGENCY under the contract shall be contained in Bill of Collection accompanied by the following documents:

- a. Evidence of actual rendition of service attaching thereto the daily time records of personnel.
 - b. Sworn certification that it has no unpaid salaries or wages for services rendered by its personnel and that it has complied with provisions of existing laws and issuances.
 - c. Other pertinent documents related to the contract of services.
11. Before the initial payment shall be made to the SERVICE PROVIDER AGENCY, shall submit to the Chief-General Services Section a profile of persons to perform the job indicating definite

assignment for each personnel. Chief-GSS shall be informed of any change of assignment of personnel.

12. Should there be any law passed increasing the minimum wage or requiring additional compensation in any form, the agreed consideration shall be automatically adjusted.

PROVISION FOR SUPPLIES AND MATERIALS

The SERVICE PROVIDER AGENCY shall ensure the provision of supplies and materials which will be used for the effective and efficient performance of task mention in this TOR.

DEPLOYMENT OF ASSIGNMENT

1. Administrative (two floors) and Field Operations Building (three floors)
2. AMAD Building
3. PMED Building
4. Research Building
5. Accounting Section Office General Services Section Office
6. BAC Office
7. CBES
8. RAED
9. Regulatory
10. Integrated Laboratory
11. Additional areas may be assigned by the Head of the Agency or Chief-Administrative division or authorized representative.

SCOPE OF WORK

DAILY ROUTINE TASKS

- a. Sweeping, mopping, scrubbing and polishing of floors in the main lobby, entrance ways, waiting areas, and comfort rooms. It should be serviced and tuned up/maintained continuously during office hours as being used by employees and public/clients to ensure cleanliness.
- b. Cleaning and sanitizing of toilets and restrooms, washbasins, urinals, and toilet bowls, using an applicable, efficient and effective disinfecting chemicals. This include frequent spraying of deodorant.
- c. Cleaning and dusting of horizontal and vertical spaces such as stairways, including furniture and fixtures.

- d. Cleaning, dusting and polishing of all glass doors, partitions, partition tops, window ledges, vents and other places that requires daily attention and care.
- e. Sweeping of cobwebs and removing fingermarks on the wall and ceiling where necessary.
- f. Maintenance / watering of ornamental plants.
- g. Clean up spills with appropriate solution and equipment.
- h. Washing of cups, saucers, spoons and other office utensils used by DA5 officials.
- i. Sweeping of sidewalks fence, and walls in front of the office.
- j. Cleaning of covered court, front lawn, front driveway and parking area.
- k. Disinfection of work areas and frequently and touched objects such as handrails, toilets, door handle/ door knob, countertops, switches and table at least once every two (2) hours with disinfectant solution.
- l. Collect, segregate and dispose of trash to MRF area.
- m. Checking of water faucet, water system, and electricity management.
- n. And perform other related services.

WEEKLY PERIODIC TASKS

- a. Washing, scrubbing, and polishing of all floors and stairways.
- b. Washing of inside glass windows, partitions and doors.
- c. Dusting of light fixtures suspended from ceiling venetian blinds and drapes.
- d. Cleaning, waxing, of all office furniture and fixtures, counters, refrigerators, stoves, etc.
- e. Does work that may be noticed and need to be accomplished determined by DA5.

MONTHLY PERIODIC TASKS

- a. General cleaning of all exterior glasses and wedges
- b. Thorough general cleaning of all areas covered by this contract.
- c. Does work that may be noticed and need to be accomplished determined by DA5.

MISCELLANEOUS SERVICES

- a. Hauling of office furniture and equipment.
- b. Assistance in the undertaking of necessary repairs.
- c. Report of needed repairs.
- d. Cleaning and de-clogging of roof decks, gutters and downspouts.

- e. Performing miscellaneous errands as may be required by heads of offices.

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 this Contract are delivered *at DA RFO 5, San Agustin, Pili, Camarines Sur*. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”

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 is *Ms. Cristina Borja, Property Officer for DA RFO 5*

	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.
2.2	“The terms of payment shall be as follows: 99% and 1%”
4	The inspections and tests that will be conducted is: <i>Inspections will be based if security assigned were duly performing their duties as prescribe in the contract</i>

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.

Description	Quantity	Total	Delivered, Weeks/Months
Procurement of 28 Janitorial services for period of February 2025 to January 2026 of DA RFO 5	28 Janitorial Services	28 Janitorial Services	February 2025 to January 2026 12 months

I hereby commit to comply and deliver all the above requirements in accordance with above stated schedule.

Signature over Printed Name of Authorized Representative: _____

Date: _____

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[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.]</i></p>
	<ul style="list-style-type: none"> A. PAYABLE DIRECTLY TO SERVICEMEN B. PAYABLE TO THE GOVERNMENT SHARE C. ADMINISTRATIVE COST D. Monthly Billing Rate per Serviceman E. Breakdown of Supplies <ul style="list-style-type: none"> 1. Dishwashing Liquid 2. Hand Soap, liquid 3. Bleaching Disinfectant liquid 4. Fabric Conditioner 5. Detergent Powder 6. Muriatic Acid 7. Liquid Sosa 8. Toilet Deodorizer 9. Disinfectant Spray 10. Air Freshener spray 11. Insect Killer Spray 12. Toilet Bowl Cleaner 13. Alcohol 14. Furniture Cleaner 15. Glass Cleaner 	

	<ul style="list-style-type: none"> 16. Soft Broom 17. Hard Broom 18. Ceiling Broom 19. Floor Mop 20. Dust Pan 21. Push Brush 22. Pail 23. Dipper 24. Toilet Brush 25. Floor Mat 26. Rugs 27. Garbage Bag (assorted sizes) 28. Rubber Gloves 29. Tissue Paper 30. Toilet Pump, rubber 	
	<ul style="list-style-type: none"> 1. Janitorial Agency Organizational Chart 2. Certificate of Compliance from DOLE 3. Certificate of Registration from DOLE 4. License to Operate 5. Certificate of Good Standing 6. Clearance from National Labor Relations Commission (NLRC) 7. Proof of remittances from SSS, PhilHealth, Pag-Ibig 8. Performance Evaluation Report of Single Largest Completed Contract (SLCC) with a rating of at least Very Satisfactory signed by the end-user with the approval of Regional Director or RTD for government contract or with the approval of the highest ranking official for private contract. 9. BIR Registration 10. Latest Income Tax Return 11. Latest VAT Payment 12. Contingency Plan of the Janitorial Agency 13. Breakdown of supplies to be used on monthly basis. 14. Non-disclosure policy for every janitor. 15. Provision of additional manpower, if necessary. 16. Janitorial plan for an effective and efficient delivery by contract. <p>Other requirements peculiar to the procurement project under consideration</p>	
<p>*Bidder/s may attach the above mentioned documents but not be a ground for disqualification during the bid opening.</p>		

I hereby commit to comply and deliver all the above requirements in accordance with above technical specifications.

Signature over Printed Name of Authorized Representative _____

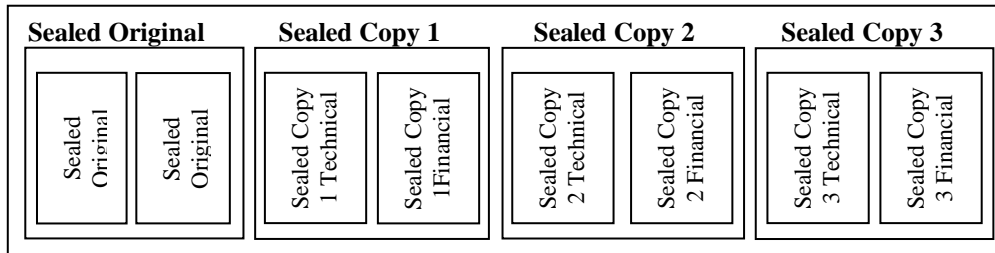
Date: _____

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

Checklist of Technical and Financial Documents

Each Bidder shall submit one (1) Original copy of the first and second component of its Bid. The Procuring entity is requesting an additional three (3) hard copies of the bid.

Sealed Original, Copy 1, Copy 2& 3 in one (1) Single Envelope



All copies shall be marked Certified True Copy & signed by the bidder or its duly authorized representative.

Additional instructions: All copies must be marked with index/ear tabs or side-end tabs to identify the page components and shall be properly addressed to the **BAC Chairperson**.

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

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

Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (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.

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

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

II. FINANCIAL COMPONENT ENVELOPE

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

Section IX. BIDDING FORMS

BID FORM

Date : _____
Project Identification No. : _____

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

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

If our Bid is accepted, we undertake:

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

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

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

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

(if none, state "None")]

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

GPPB Resolution No. 16-2020, dated 16 September 2020

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

For Goods Offered from Abroad

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

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

Name: _____

Legal Capacity: _____

Signature: _____

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

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

For Goods Offered from Within the Philippines

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

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of Origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incident al applicabl e, Services , if per item	Total Price, per unit (col 5+6+7+8)	Total Price, Delivered Final Destinatio n (Col 9) X (Col 4)
	<p>28 - Janitorial Services for DA RFO 5</p> <p>A. PAYABLE DIRECTLY TO SERVICEMEN -</p> <p>B. PAYABLE TO THE GOVERNMENT SHARE -</p> <p>C. ADMINISTRATIVE COST -</p> <p>Monthly Billing Rate per Serviceman</p> <p>Supplies</p> <p>Breakdown of Janitorial Supplies:</p> <ol style="list-style-type: none"> 1. Dishwashing Liquid 2. Hand Soap, liquid 3. Bleaching Disinfectant liquid 4. Fabric Conditioner 5. Detergent Powder 6. Muriatic Acid 7. Liquid Sosa 8. Toilet Deodorizer 9. Disinfectant Spray 10. Air Freshener spray 11. Insect Killer Spray 12. Toilet Bowl Cleaner 								

	13. Alcohol 14. Furniture Cleaner 15. Glass Cleaner 16. Soft Broom 17. Hard Broom 18. Ceiling Broom 19. Floor Mop 20. Dust Pan 21. Push Brush 22. Pail 23. Dipper 24. Toilet Brush 25. Floor Mat 26. Rugs 27. Garbage Bag (assorted sizes) 28. Rubber Gloves 29. Tissue Paper 30. Toilet Pump, rubber								

Name: _____

Legal Capacity: _____

Signature: _____

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

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]

