# PHILIPPINE BIDDING DOCUMENTS

# Procurement of GOODS

Government of the Republic of the Philippines

Reference No.: MGPIN – 2024-04-083 Project Title: Purchase of Janitorial Supplies Location: Municipal Hall, Pasuquin, Ilocos Norte

Source of Fund: General Fund 2024

Approved Budget for the Contract (ABC): Php 730,797.50

Sixth Edition July 2020

#### **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

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.



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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

#### **Notes on the Invitation to Bid**

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



# Republic of the Philippines Office of the Municipal Mayor

#### **BIDS AND AWARD COMMITTEE**

Pasuquin, Ilocos Norte

#### INVITATION TO BID FOR

#### PURCHASE OF JANITORIAL SUPPLIES

- 1. The *LGU-Pasuquin* through the *GENERAL FUND 2024* intends to apply the sum of *Php 730,797.50* being the ABC to payments under the contract for *MGPIN-2024-04-083 PURCHASE OF JANITORIAL SUPPLIES located* at *MUNICIPAL HALL PASUQUIN, ILOCOS NORTE*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The *LGU-Pasuquin* now invites bids for the above Procurement Project. Delivery of the Goods is required for *thirty* (30) *calendar days*. Bidders should have completed, within *one* (1) *year* 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 *LGU-Pasuquin* and inspect the Bidding Documents at the address given below during 8:00 AM to 5:00 PM.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on *May* 13, 2024 to June 4, 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 (Php 1,000.00).
- 6. The **LGU-PASUQUIN** will hold a Pre-Bid Conference on *May 23, 2024 at 1:00 P.M.* at 3<sup>rd</sup> Floor, Municipal Hall, Pasuquin, Ilocos Norte which shall be open to prospective bidders.

- 7. Bids must be duly received by the BAC Secretariat at the office address below on or before *June 4, 2024 at 2:00 P.M.* All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
- 8. Bid opening shall be on *June 4*, 2024 at 2:00 P.M. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.
- 9. Municipality of Pasuquin with the address Maharlika Highway, Barangay 01 Poblacion, Pasuquin, Ilocos Norte, with contact number (077) 677-1128.
- 10. The *LGU-Pasuquin* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 11. For further information, please refer to:

SAN TOLLMENOR
Head BAC Secretariat
Maharlika Highway
Barangay 01 Poblacion
Pasuquin, Hocos Norte
(077) 677-1128

pasuquin bac.secretariat(ayahoo.com

PAPRICA JOHN T. RATUIT. BAC Chairman MGPIN-2024-04-083

12. You may visit the following websites:

For downloading of Bidding Documents: Igupasuquin.com

MG11N-2024-04-065

# Section II. Instructions to Bidders

#### **Notes on the Instructions to Bidders**

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

#### 1. Scope of Bid

The Procuring Entity, *LGU-Pasuquin* wishes to receive Bids for the *Purchase of Janitorial Supplies* under with identification number *MGPIN-2024-04-083*.

The Procurement Project (referred to herein as "Project") is composed of *one lot and eighty-four items* 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 *GENERAL FUND 2024 in* the amount of *Php 730,797.50*.
- 2.2. The source of funding is:
  - a. LGUs, the Annual Budget, as approved by the Sanggunian.

#### 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  ${\bf IB}$  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.

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

The Procuring Entity has prescribed that:

a. Subcontracting is not allowed.

#### 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address on **May 23, 2024 at 1:00 P.M.,** 3<sup>rd</sup> Floor, Municipal Hall, Pasuquin, Ilocos Norte 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)**.

#### TECHNICAL COMPONENT ENVELOPE

#### Class "A" Documents

#### Legal Documents

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

#### **Technical Documents**

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

#### Financial Documents

(j) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) <u>or</u> A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

#### Class "B" Documents

- (k) 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.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *one* (1) year prior to the deadline for the submission and receipt of bid
- 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)**.
- (a) Original of duly signed and accomplished Financial Bid form; and
- (b) Original of duly signed and accomplished Price Schedule (s).

- 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

a. Philippine Pesos.

#### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *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 3 sets (original, copy 1 and copy 2) with tabbing's and the size of the bond paper to be use is legal or long bond paper.

#### 16. Deadline for Submission of Bids

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

#### 17. Opening and Preliminary Examination of Bids

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

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

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

#### 18. Domestic Preference

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

#### 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case 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 follows:
  - Option 1 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

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

#### **Notes on the Bid Data Sheet**

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

# **Bid Data Sheet**

ITB	
Clause	
5.3	For this purpose, contracts similar to the Project shall be:
	a. All kinds of Janitorial Supplies.
	b. Completed within 1 year 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 <i>Municipal Hall, Pasuquin, Ilocos Norte</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:
	a. The amount of not less than <i>Php 14,615.95</i> (2%) of <i>ABC</i> ], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or
	b. The amount of not less than <i>Php 36,539.87</i> (5%) of <i>ABC</i> ] if bid security is in Surety Bond.
15	Each Bidder shall submit 3 sets (original, copy 1 and copy 2) with tabbing's and the size of the bond paper to be use is legal or long bond paper.
19.3	Purchase of Janitorial Supplies – Php 730,797.00
20.2	Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and Certificate of Registration from BIR and atleast two (2) Government Project for the last one (1) year and each equivalent supporting document (award, contract, proceed, inspection and acceptance).
21.2	The following documents shall form part of the contract:
	a. Contract Agreement
	b. Bidding Documents
	c. Winning bidders bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents/statement submitted;
	d. Performance Security
	e. Notice of Award of contract

# Section IV. General Conditions of Contract

#### **Notes on the General Conditions of Contract**

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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. 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

#### **Notes on the Special Conditions of Contract**

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

**Special Conditions of Contract** 

GCC	
Clause	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 DDP delivered Municipal Hall, Pasuquin, Ilocos Norte In accordance with INCOTERMS."
	"The delivery terms applicable to this Contract are delivered <i>Municipal Hall</i> , <i>Pasuquin</i> , <i>Ilocos Norte</i> 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:
	Maharlika Highway, Brgy. #01 Pob., Pasuquin, Ilocos Norte
	Mr. Patrick John T. Ratuita 0917-106-6525 Pasuquin_bac.secretariat@yahoo.com
	Eddie T. Pascua GSO Designate
	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.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity
Name of the Supplier
Contract Description
Final Destination
Gross weight
Any special lifting instructions
Any special handling instructions
Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

#### Transportation -

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. 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 final acceptance at the final destination.
	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	Partial payment is not allowed the terms of payment shall as follows as per completed deliveries of good and support documents.
4	The inspections and tests that will be conducted: <i>upon delivery</i>
	The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>1-year warranty</i> .  Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>one</i> (1) <i>month</i> of placing the order.

# Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Qty	Unit	Total	Delivered, Weeks/Months
1	anti-slip door mat, rubber	3	piece		30 CD
2	air freshener 320ml	222	bottle		30 CD
3	alcohol 70% 500ml scented	142	bottle		30 CD
4	ALCOHOL ethyl 500ml	127	bottle		30 CD
5	alcohol 70%, scented (1 Gal.)	7	gallon		30 CD
6	BATHROOM SOAP, BIG	15	piece		30 CD
7	BRASS FAUCET (HEAVY DUTY)	5	piece		30 CD
8	broom - tambo	74	piece		30 CD
9	broom - tingting	106	piece		30 CD
10	chlorine	4	kilo		30 CD
11	cleanser scouring 350g	43	jar		30 CD
12	concentrated fabric conditioner, 400ml	3	bottle		30 CD
13	DETERGENT POWDER, all purpose 1KG	232	pack		30 CD
14	dishwashing liquid, 250ml	9	bottle		30 CD
15	dishwashing liquid 500ml	119	bottle		30 CD
16	disinfectant spray 320ml	72	bottle		30 CD
17	disinfectant spray aerosol type500ml	89	can		30 CD
18	disinfectant liquid, 1gal	2	gallon		30 CD
19	doormat, rubberize	5	piece		30 CD
20	door mat, cloth	9	piece		
21	dust pan, non-rigid plastic	16	piece		30 CD
22	dust pan metal	2	piece		30 CD

23	ELASTOSEAL (WATERPROOFING)	3	pack	30 CD
24	eyun aroma sakura for humidifier, 100ml	5	bottle	30 CD
25	facemask 3ply 50s	6	box	30 CD
26	flexible hose	51	meter	30 CD
27	FLOURESCNT LAMP, 18W	3	piece	30 CD
28	push brush long handle	6	piece	30 CD
29	furniture cleaner, aerosol type 300ml	5	can	30 CD
30	garbage bag small black	7	roll	30 CD
31	garbage bag medium black	74	roll	30 CD
32	garbage bag Large black	61	roll	30 CD
33	garbage bag XL black	40	roll	30 CD
34	garbage bag XXL black	166	roll	30 CD
35	glass cleaner 500ml	59	bottle	30 CD
36	gloves rubberize	50	pair	30 CD
37	gas mask	11	piece	30 CD
38	heavy duty water proof apron	2	piece	30 CD
39	headlight	11	piece	30 CD
40	hook	2	piece	30 CD
41	insecticide aerosol type 500ml	45	can	30 CD
42	kitchen knife	2	piece	30 CD
43	LIGHT BULB, 7W	10	piece	30 CD
44	light emitting diode 30w	3	piece	30 CD
45	liquid hand sanitizer, 500ml	7	bottle	30 CD
46	liquid handsoap, anti-bacterial hand pump, 250ml	5	bottle	30 CD
47	liquid hand soap 500ml	62	bottle	30 CD

48	metal faucet (vhorse 2" chrome plated faucet	3	piece	30 CD
49	microfiber cleaning cloth	11	piece	30 CD
50	mop tornado	3	unit	30 CD
51	mop bucket 300L capcity heavy duty	3	unit	30 CD
52	mop handle, heavy duty, screw type	5	piece	30 CD
53	mop head	30	piece	30 CD
54	muriatic acid, 500ml	7	bottle	30 CD
55	muriatic acid, 1000ml	75	bottle	30 CD
56	muriatic acid (1 Gal.)	30	gallon	30 CD
57	rain boots, black size 9	10	PAIR	30 CD
58	rubber boots size 9. white	3	pair	30 CD
59	rubber boots size 10. white	1	pair	30 CD
60	rubber boots size 10. balck	15	PAIR	30 CD
61	RAINCOAT Butterfly (Medium – 5pcs; Extra Large – 10pcs; Large – 10pcs)	25	piece	30 CD
62	round rags	1	kilo	30 CD
63	scouring pad	7	piece	30 CD
64	plastic bucket, 241L	5	piece	30 CD
65	plastic water dipper	5	piece	30 CD
66	pranela, assorted colors	10	piece	30 CD
67	scabbard	2	piece	30 CD
68	steel rod	2	piece	30 CD
69	surgical glove, disposable. Medium	2	box	30 CD
70	tissue paper 2ply x12	39	pack	30 CD
71	tissue interfolded paper towel, 175 pulls per pack	25	pack	30CD
72	tissue, facial 170pulls	55	box	30 CD

73	tissue interfolded paper towel, 150 pulls per pack	25	pack	30 CD
74	jumbo paper towel tissue, 2ply, 11"	67	roll	30 CD
75	trash bin 16L	2	piece	30 CD
76	TOILET BOWL BRUSH	12	piece	30 CD
77	toilet bowl cleaner, 1000ml	173	bottle	30 CD
78	toilet deodorizer, lavander scent	77	pack	30 CD
79	toilet deodorizer, citrus scent	7	pack	30 CD
80	TOILET PUMP	5	piece	30 CD
81	waste basket rigid plastic	3	piece	30 CD
82	wet wipes, 80 sheets/pack	10	pack	30 CD
83	Bleach 500ml	24	bottle	30 CD
84	Bleach, (1 Gal.)	42	gallon	30 CD

# Section VII. Technical Specifications

#### **Notes for Preparing the Technical Specifications**

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

#### Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "or at least equivalent." References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

# **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 crossreferenced 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.]
1	anti-slip door mat, rubber	
2	air freshener 320ml	
3	alcohol 70% 500ml scented	
4	ALCOHOL ethyl 500ml	
5	alcohol 70%, scented (1 Gal.)	
6	BATHROOM SOAP, BIG	
7	BRASS FAUCET (HEAVY DUTY)	
8	broom - tambo	
9	broom - tingting	
10	chlorine	
11	cleanser scouring 350g	
12	concentrated fabric conditioner, 400ml	
13	DETERGENT POWDER, all purpose 1KG	
14	dishwashing liquid, 250ml	
15	dishwashing liquid 500ml	

disinfectant spray aerosol type500ml  disinfectant liquid, 1gal  doormat, rubberize  door mat, cloth  dust pan, non-rigid plastic  dust pan metal  ELASTOSEAL (WATERPROOFING)  eyun aroma sakura for humidifier, 100ml  facemask 3ply 50s  flexible hose  FLOURESCNT LAMP, 18W  push brush long handle	
19 doormat, rubberize 20 door mat, cloth 21 dust pan, non-rigid plastic 22 dust pan metal 23 ELASTOSEAL (WATERPROOFING) 24 eyun aroma sakura for humidifier, 100ml 25 facemask 3ply 50s 26 flexible hose 27 FLOURESCNT LAMP, 18W	
20 door mat, cloth 21 dust pan, non-rigid plastic 22 dust pan metal 23 ELASTOSEAL (WATERPROOFING) 24 eyun aroma sakura for humidifier, 100ml 25 facemask 3ply 50s 26 flexible hose 27 FLOURESCNT LAMP, 18W	
21 dust pan, non-rigid plastic  22 dust pan metal  23 ELASTOSEAL (WATERPROOFING)  24 eyun aroma sakura for humidifier, 100ml  25 facemask 3ply 50s  26 flexible hose  27 FLOURESCNT LAMP, 18W	
22 dust pan metal  23 ELASTOSEAL (WATERPROOFING)  24 eyun aroma sakura for humidifier, 100ml  25 facemask 3ply 50s  26 flexible hose  27 FLOURESCNT LAMP, 18W	
23 ELASTOSEAL (WATERPROOFING)  24 eyun aroma sakura for humidifier, 100ml  25 facemask 3ply 50s  26 flexible hose  27 FLOURESCNT LAMP, 18W	
(WATERPROOFING)  24 eyun aroma sakura for humidifier, 100ml  25 facemask 3ply 50s  26 flexible hose  27 FLOURESCNT LAMP, 18W	
100ml  25 facemask 3ply 50s  26 flexible hose  27 FLOURESCNT LAMP, 18W	
26 flexible hose 27 FLOURESCNT LAMP, 18W	
27 FLOURESCNT LAMP, 18W	
,	
28 push brush long handle	
furniture cleaner, aerosol type 300ml	
30 garbage bag small black	
31 garbage bag medium black	
32 garbage bag Large black	
33 garbage bag XL black	
34 garbage bag XXL black	
35 glass cleaner 500ml	
36 gloves rubberize	
37 gas mask	
38 heavy duty water proof apron	
39 headlight	
40 hook	
41 insecticide aerosol type 500ml	
42 kitchen knife	

liquid hand sanitizer, 500ml  liquid hand soap, anti-bacterial hand pump, 250ml  liquid hand soap 500ml  liquid hand soap 500ml  metal faucet (vhorse 2" chrome plated faucet  microfiber cleaning cloth  mop bucket 300L capcity heavy duty, screw type  mop handle, heavy duty, screw type  mop handle, heavy duty, screw type  mop handle, heavy duty, screw type  muriatic acid, 500ml  muriatic acid, 1000ml  muriatic acid (1 Gal.)  rain boots, black size 9  rubber boots size 9, white  rubber boots size 10, white  rubber boots size 10, balck  RAINCOAT Butterfly (Medium – 5pes; Exra Large – 10pes; Large 10pes)  round rags  scouring pad  plastic bucket, 241L  plastic bucket, 241L  plastic water dipper  for pranela, assorted colors  race anti-bacterial hand soap sound and steel rod  scabbard  steel rod	43	LIGHT BULB, 7W	
liquid handsoap, anti-bacterial hand pump, 250ml  47 liquid hand soap 500ml  48 metal faucet (vhorse 2" chrome plated faucet  49 microfiber cleaning cloth  50 mop tornado  51 mop bucket 300L capcity heavy duty  52 mop handle, heavy duty, screw type  53 mop head  54 muriatic acid, 500ml  55 muriatic acid, 1000ml  56 muriatic acid (1 Gal.)  57 rain boots, black size 9  58 rubber boots size 9. white  59 rubber boots size 10. white  60 rubber boots size 10. balck  61 RAINCOAT Butterfly (Medium Spes: Extra Large – 10pcs; Large – 10pcs)  62 round rags  63 scouring pad  64 plastic bucket, 241L  65 plastic water dipper  66 pranela, assorted colors  67 scabbard	44	light emitting diode 30w	
hand pump, 250ml  47 liquid hand soap 500ml  48 metal faucet (vhorse 2" chrome plated faucet  49 microfiber cleaning cloth  50 mop tornado  51 mop bucket 300L capcity heavy duty  52 mop handle, heavy duty, screw type  53 mop head  54 muriatic acid, 500ml  55 muriatic acid, 1000ml  56 muriatic acid (1 Gal.)  57 rain boots, black size 9  58 rubber boots size 9. white  59 rubber boots size 10. white  60 rubber boots size 10. balck  61 RAINCOAT Butterfly (Medium – 5pcs; Extra Large – 10pcs; Large – 10pcs)  62 round rags  63 scouring pad  64 plastic bucket, 241L  65 plastic water dipper  66 pranela, assorted colors  67 scabbard	45	liquid hand sanitizer, 500ml	
metal faucet (vhorse 2" chrome plated faucet  49 microfiber cleaning cloth  50 mop tornado  51 mop bucket 300L capcity heavy duty  52 mop handle, heavy duty, screw type  53 mop head  54 muriatic acid, 500ml  55 muriatic acid, 1000ml  56 muriatic acid (1 Gal.)  57 rain boots, black size 9  58 rubber boots size 9. white  59 rubber boots size 10. white  60 rubber boots size 10. balck  61 RAINCOAT Butterfly (Medium – Spes; Extra Large – 10pcs; Large – 10pcs)  62 round rags  63 scouring pad  64 plastic bucket, 241L  65 plastic water dipper  66 pranela, assorted colors  67 scabbard	46		
plated faucet  49 microfiber cleaning cloth  50 mop tornado  51 mop bucket 300L capcity heavy duty  52 mop handle, heavy duty, screw type  53 mop head  54 muriatic acid, 500ml  55 muriatic acid, 1000ml  56 muriatic acid (1 Gal.)  57 rain boots, black size 9  58 rubber boots size 9. white  59 rubber boots size 10. white  60 rubber boots size 10. balck  61 RAINCOAT Butterfly (Medium – Spcs; Extra Large – 10pcs; Large – 10pcs; Large – 10pcs)  62 round rags  63 scouring pad  64 plastic bucket, 241L  65 plastic water dipper  66 pranela, assorted colors  67 scabbard	47	liquid hand soap 500ml	
50 mop tornado  51 mop bucket 300L capcity heavy duty  52 mop handle, heavy duty, screw type  53 mop head  54 muriatic acid, 500ml  55 muriatic acid, 1000ml  56 muriatic acid (1 Gal.)  57 rain boots, black size 9  58 rubber boots size 9. white  59 rubber boots size 10. white  60 rubber boots size 10. balck  61 RAINCOAT Butterfly (Medium – Spes; Extra Large – 10pcs; Large – 10pcs; Large – 10pcs)  62 round rags  63 scouring pad  64 plastic bucket, 241L  65 plastic water dipper  66 pranela, assorted colors  67 scabbard	48		
mop bucket 300L capcity heavy duty for mop handle, heavy duty, screw type  more handle, h	49	microfiber cleaning cloth	
duty  52 mop handle, heavy duty, screw type  53 mop head  54 muriatic acid, 500ml  55 muriatic acid, 1000ml  56 muriatic acid (1 Gal.)  57 rain boots, black size 9  58 rubber boots size 9. white  59 rubber boots size 10. white  60 rubber boots size 10. balck  61 RAINCOAT Butterfly (Medium – Spes; Extra Large – 10pcs; Large – 10pcs)  62 round rags  63 scouring pad  64 plastic bucket, 241L  65 plastic water dipper  66 pranela, assorted colors  67 scabbard	50	mop tornado	
type  53 mop head  54 muriatic acid, 500ml  55 muriatic acid, 1000ml  56 muriatic acid (1 Gal.)  57 rain boots, black size 9  58 rubber boots size 9. white  59 rubber boots size 10. white  60 rubber boots size 10. balck  61 RAINCOAT Butterfly (Medium – Spcs; Extra Large – 10pcs; Large – 10pcs)  62 round rags  63 scouring pad  64 plastic bucket, 241L  65 pranela, assorted colors  67 scabbard	51		
muriatic acid, 500ml muriatic acid, 1000ml muriatic acid (1 Gal.)  rain boots, black size 9  rubber boots size 9. white  rubber boots size 10. white  rubber boots size 10. balck  RAINCOAT Butterfly (Medium – 5pcs; Extra Large – 10pcs; Large – 10pcs)  round rags  scouring pad  plastic bucket, 241L  plastic water dipper  pranela, assorted colors  rupter boots size 10. balck	52	1 -	
55 muriatic acid, 1000ml  56 muriatic acid (1 Gal.)  57 rain boots, black size 9  58 rubber boots size 9. white  59 rubber boots size 10. white  60 rubber boots size 10. balck  61 RAINCOAT Butterfly (Medium – Spcs; Extra Large – 10pcs; Large – 10pcs)  62 round rags  63 scouring pad  64 plastic bucket, 241L  65 plastic water dipper  66 pranela, assorted colors  67 scabbard	53	mop head	
muriatic acid (1 Gal.)  rain boots, black size 9  rubber boots size 9. white  rubber boots size 10. white  rubber boots size 10. balck  RAINCOAT Butterfly (Medium – 5pcs; Extra Large – 10pcs; Large – 10pcs)  round rags  a scouring pad  plastic bucket, 241L  plastic water dipper  pranela, assorted colors  rain boots, black size 9  rubber boots size 10. white  rubber boots size 10. white	54	muriatic acid, 500ml	
57 rain boots, black size 9  58 rubber boots size 9. white  59 rubber boots size 10. white  60 rubber boots size 10. balck  61 RAINCOAT Butterfly (Medium – Spes; Extra Large – 10pes; Large – 10pes)  62 round rags  63 scouring pad  64 plastic bucket, 241L  65 plastic water dipper  66 pranela, assorted colors  67 scabbard	55	muriatic acid, 1000ml	
rubber boots size 9. white  rubber boots size 10. white  rubber boots size 10. balck  RAINCOAT Butterfly (Medium – Spes; Extra Large – 10pcs; Large – 10pcs)  round rags  scouring pad  plastic bucket, 241L  plastic water dipper  pranela, assorted colors  scabbard	56	muriatic acid (1 Gal.)	
rubber boots size 10. white  rubber boots size 10. balck  RAINCOAT Butterfly (Medium – Spcs; Extra Large – 10pcs; Large – 10pcs)  round rags  scouring pad  plastic bucket, 241L  plastic water dipper  pranela, assorted colors  scabbard	57	rain boots, black size 9	
60 rubber boots size 10. balck  61 RAINCOAT Butterfly (Medium – 5pcs; Extra Large – 10pcs; Large – 10pcs)  62 round rags  63 scouring pad  64 plastic bucket, 241L  65 plastic water dipper  66 pranela, assorted colors  67 scabbard	58	rubber boots size 9. white	
61 RAINCOAT Butterfly (Medium – Spcs; Extra Large – 10pcs; Large – 10pcs)  62 round rags  63 scouring pad  64 plastic bucket, 241L  65 plastic water dipper  66 pranela, assorted colors  67 scabbard	59	rubber boots size 10. white	
5pcs; Extra Large – 10pcs; Large – 10pcs)  62 round rags  63 scouring pad  64 plastic bucket, 241L  65 plastic water dipper  66 pranela, assorted colors  67 scabbard	60	rubber boots size 10. balck	
63 scouring pad 64 plastic bucket, 241L 65 plastic water dipper 66 pranela, assorted colors 67 scabbard	61	5pcs; Extra Large – 10pcs; Large	
64 plastic bucket, 241L 65 plastic water dipper 66 pranela, assorted colors 67 scabbard	62	round rags	
65 plastic water dipper 66 pranela, assorted colors 67 scabbard	63	scouring pad	
66 pranela, assorted colors 67 scabbard	64	plastic bucket, 241L	
67 scabbard	65	plastic water dipper	
	66	pranela, assorted colors	
68 steel rod	67	scabbard	
	68	steel rod	

69	surgical glove, disposable. Medium	
70	tissue paper 2ply x12	
71	tissue interfolded paper towel, 175 pulls per pack	
72	tissue, facial 170pulls	
73	tissue interfolded paper towel, 150 pulls per pack	
74	jumbo paper towel tissue, 2ply, 11"	
75	trash bin 16L	
76	TOILET BOWL BRUSH	
77	toilet bowl cleaner, 1000ml	
78	toilet deodorizer, lavander scent	
79	toilet deodorizer, citrus scent	
80	TOILET PUMP	
81	waste basket rigid plastic	
82	wet wipes, 80 sheets/pack	
83	Bleach 500ml	
84	Bleach, 1 Gal.	

# Section VIII. Checklist of Technical and Financial Documents

### **Notes on the Checklist of Technical and Financial Documents**

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary "pass/fail" criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

# **Checklist of Technical and Financial Documents**

#### I. TECHNICAL COMPONENT ENVELOPE

## Class "A" Documents

<u>Legal Do</u>	ocuments
(c)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;
<u>Technica</u>	al Documents
(d)	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; <u>and</u>
(1)	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
(m)	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; and
(n)	Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; <b>and</b>
(0)	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.
<sup>7</sup> inancia	<u>l Documents</u>
(p)	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) <u>or</u> A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.
	Class "B" Documents
(q)	If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence <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
(r)	Original of duly signed and accomplished Financial Bid Form; and
(s)	Original of duly signed and accomplished Price Schedule(s).

<u>Other do</u>	<u>cumentary requirements under RA No. 9184 (as applicable)</u>
(t)	[For foreign bidders claiming by reason of their country's extension of
	reciprocal rights to Filipinos] Certification from the relevant government
	office of their country stating that Filipinos are allowed to participate in
	government procurement activities for the same item or product.
(u)	Certification from the DTI if the Bidder claims preference as a Domestic
	Bidder or Domestic Entity.

#### **Omnibus Sworn Statement (Revised)**

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES	)
CITY/MUNICIPALITY OF)	,

#### **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]*.
  - [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

**APPENDIX "1"** 

#### **Bid Form for the Procurement of Goods**

[shall be submitted with the Bid]

### **BID FORM** Date : \_\_\_\_\_ Project Identification No. : \_\_\_\_\_ *To:* [name and address of Procuring Entity] Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to [supply/deliver/perform] [description of the Goods] in conformity with the said PBDs for the sum of [total Bid amount in words and figures] or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein or in the Price Schedules, If our Bid is accepted, we undertake: a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs); b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs: c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period. [Insert this paragraph if Foreign-Assisted Project with the Development Partner: Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below: Name and address Amount and Purpose of

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.

of agent Currency Commission or gratuity

(if none, state "None") /

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].

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

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.

#### **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 Pr

#### **Contract Agreement Form for the Procurement of Goods (Revised)**

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

\_\_\_\_\_

#### **CONTRACT AGREEMENT**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_ between [name of PROCURING ENTITY] of the Philippines (hereinafter called "the Entity") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part;

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

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
- 3. In consideration for the sum of [total contract price in words and figures] or such other sums as may be ascertained, [Named of the bidder] agrees to [state the object of the contract] in accordance with his/her/its Bid.
- 4. The [Name of the procuring entity] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature] [Insert Name and Signature]

[Insert Signatory's Legal Capacity] [Insert Signatory's Legal Capacity]

for: for:

[Insert Procuring Entity] [Insert Name of Supplier]

#### Acknowledgment

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

#### **Bid Form for the Procurement of Goods**

[shall be submitted with the Bid]

BID FORM
Date :  Project Identification No. :
To: [name and address of Procuring Entity]
Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to [supply/deliver/perform] [description of the Goods] in conformity with the said PBDs for the sum of [total Bid amount in words and figures] or the total calculated bid price, as evaluated and corrected for computational errors and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes and (iv) other fiscal levies and duties], which are itemized herein or in the Price Schedules,
If our Bid is accepted, we undertake:
<ul> <li>d. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);</li> </ul>
e. to provide a performance security in the form, amounts, and within the times prescribed in th PBDs;
f. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us a 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 agentCurrencyCommission 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.

#### **Omnibus Sworn Statement (Revised)**

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPIN	IES)	<b>JBLIC OF THE PHILIPPI</b>	ES)
	,		,
CITY/MUNICIPALITY OF	) S.S.	/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:
  - 2. [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];

3. [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;)];

- 4. [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;
- 5. 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;
- 6. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
- 7. [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;

- 8. [Name of Bidder] complies with existing labor laws and standards; and
- 9. [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]*.
  - 11. [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.
  - 12. 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]

#### **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:

- 4. 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.
- 5. 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.
- 6. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - d. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - e. 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
  - f. 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

# 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					P	roject ID N	0	Page	of	
1	2	3	4	5	6	7	8	9	10	11
Item	Description	Country of origin	Brand/ Model	Quanti ty	Unit price EXW per item	Transportati on 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)
1	anti-slip door mat, rubber									
2	air freshener 320ml									
3	alcohol 70% 500ml scented									
4	ALCOHOL ethyl 500ml									
5	alcohol 70%, scented									
6	BATHROOM SOAP, BIG									
7	BRASS FAUCET (HEAVY DUTY)									
8	broom - tambo									
9	broom - tingting									
10	chlorine									
11	cleanser scouring 350g									
12	concentrated fabric conditioner, 400ml									
13	DETERGENT POWDER, all purpose 1KG									
14	dishwashing liquid, 250ml									

15	dishwashing liquid 500ml				
16	disinfectant spray 320ml				
17	disinfectant spray aerosol type500ml				
18	disinfectant liquid, 1gal				
19	doormat, rubberize				
20	door mat, cloth				
21	dust pan, non-rigid plastic				
22	dust pan metal				
23	ELASTOSEAL (WATERPROOFI NG)				
24	eyun aroma sakura for humidifier, 100ml				
25	facemask 3ply 50s				
26	flexible hose				
27	FLOURESCNT LAMP, 18W				
28	push brush long handle				
29	furniture cleaner, aerosol type 300ml				
30	garbage bag small black				
31	garbage bag medium black				
32	garbage bag Large black				
33	garbage bag XL black				
34	garbage bag XXL black				

35	glass cleaner 500ml					
36	gloves rubberize					
37	gas mask					
38	heavy duty water proof apron					
39	headlight					
40	hook					
41	insecticide aerosol type 500ml					
42	kitchen knife -500					
43	LIGHT BULB, 7W					
44	light emitting diode 30w					
45	liquid hand sanitizer, 500ml					
46	liquid handsoap, anti-bacterial hand pump, 250ml					
47	liquid hand soap 500ml					
48	metal faucet (vhorse 2" chrome plated faucet -500					
49	microfiber cleaning cloth					
50	mop tornado					
51	mop bucket 300L capcity heavy duty					
52	mop handle, heavy duty, screw type		 			
53	mop head					
54	muriatic acid, 500ml					
55	muriatic acid, 1000ml					

56	muriatic acid					
57	rain boots, black size 9					
58	rubber boots size 9. white					
59	rubber boots size 10. white					
60	rubber boots size 10. balck					
61	RAINCOAT					
62	round rags					
63	scouring pad					
64	plastic bucket, 241L					
65	plastic water dipper					
66	pranela, assorted colors					
67	scabbard					
68	steel rod					
69	surgical glove, disposable. Medium					
70	tissue paper 2ply x12					
71	tissue interfolded paper towel, 175 pulls per pack					
72	tissue, facial 170pulls					
73	tissue interfolded paper towel, 150 pulls per pack					
74	jumbo paper towel tissue, 2ply, 11"					
75	trash bin 16L					
76	TOILET BOWL BRUSH					

77	toilet bowl cleaner, 1000ml					
78	toilet deodorizer, lavander scent					
79	toilet deodorizer, citrus scent					
80	TOILET PUMP					
81	waste basket rigid plastic					
82	wet wipes, 80 sheets/pack					
83	zonrox 500ml					
84	ZONROX, GALLON					

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

Contract ID Contract Name Location of the Contract										
List of all O  Business Name :—	ngoi	ing Government	List of all Ongoing Government & Private Contracts including contracts awarded but not yet started	acts includin	ō ō	ont	racts awarded	but no	t yet si	tarted
Business Address :  Name of Contract/	e d		11 14 14	Bidder's Role		e 1	Date Awarded	% of Accomplishment	of ishment	Value of Outstanding
Project Cost	ن ن	Telephone Nos.	Nature of Work	Description	%		Date of Completion	Planned	Actual	Undelivered Services
Government										
	+									
Private										
	-									
Note: This statement shall be supported with:  1 Notice of Award and/or Contract 2 Notice to Proceed issued by the owner 3 Certificate of Acromolishments signed by the ow	Control	supported with: act he owner	te: This statement shall be supported with: Notice of Award and/or Contract Notice to Proceed issued by the owner Certificate of Accomplishments signed by the owner or authorized representative	evi			,	Total Cost	t.	
Submitted by : Designation : :		(Printed Name & Signature)	& Signature)							
Date										

Business Name : Business Name : Business Name : Business Address : Business Address : Contract   Description   Statement   Description   Statement   Description   Statement   Description   Statement   Description   Statement   Description   Statement   Description   D	acts (SLCC)  a) Amount at Award b) Amount at Completion c) Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
f Contract a) Owner's Name Nature of Work D  C) Telephone Nos.	ତ୍ରତ	
f Contract a) Owner's Name Nature of Work D Address C) Telephone Nos.	င် စို အ	
Government Private		
Private		
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Private		
Note: This statement shall be supported with:		
3 Certificate of Acceptance		
. vd betimdis		
(Printed Name & Signature)		

	tract :	6
_	OMBLITATION OF NE	T FINANCIAL CONTRACTING CAPACITY (NFCC
	OMPOTATION OF NE	T FINANCIAL CONTRACTING CAPACITY (NFCC
b Ir	asis of the attached income tanternal Revenue or BIR authorize	actor's/Supplier's / Distributor's Manufacturer's assets and liabilities of ax return and audited financial statement, electronically filed at bure red collecting agent, for the immediately preceding year and certified collarly the list of construction equipment.
		Year 2022
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital	
K	IFCC = P	
K	c = 15 Or Commitment from a licensed ba	ank to extend to it a credit line if awarded the contract or a cash de st 10% of the proposed project to bid.
C C	c = 15 Or Commitment from a licensed ba	st 10% of the proposed project to bid.
C C C M Herev	c = 15  Commitment from a licensed basertificate in the amount of at lease lame of Bank:  with attached are certified true EIVED" by the BIR or BIR aut	st 10% of the proposed project to bid.
C C C N Herew "REC depos	c = 15  Commitment from a licensed basertificate in the amount of at lease lame of Bank:  with attached are certified true EIVED" by the BIR or BIR aut	st 10% of the proposed project to bid.  Amount:  copies of the income tax return and audited financial statement" state the horized collecting agent for the immediately preceding year and the
C C C N Herew "REC depos	c = 15  Commitment from a licensed basertificate in the amount of at least lame of Bank:  with attached are certified true EIVED" by the BIR or BIR autisit certificate or certificate of committed by:	st 10% of the proposed project to bid.  Amount:  copies of the income tax return and audited financial statement" state the horized collecting agent for the immediately preceding year and the
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Herev "REC depos	c = 15  Commitment from a licensed basertificate in the amount of at least lame of Bank:  with attached are certified true EIVED" by the BIR or BIR autisit certificate or certificate of committed by:	Amount:  copies of the income tax return and audited financial statement" state horized collecting agent for the immediately preceding year and the amitment from a licensed bank to extend a credit line.
Herev "REC depos	commitment from a licensed basertificate in the amount of at least lame of Bank:  with attached are certified true EIVED" by the BIR or BIR autisit certificate or certificate of committed by:  actor	Amount:  copies of the income tax return and audited financial statement" state horized collecting agent for the immediately preceding year and the amitment from a licensed bank to extend a credit line.

1. If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

Reference No.: MGPIN – 2024-04-083
Project Title: Purchase of Janitorial Supplies
Location: Municipal Hall, Pasuquin, Hocos Norte
Source of Fund: General Fund 2024
Approved Budget for the Contract (ABC): Php 730,797.50

Prepared by:

NOTED!

AMAZIA C. GARAN BXQ Secretariat

SANCITOL MENOR BAC Secretariat, Head

Reviewed by:

JOCELYN C. GYANO Head, BAC-TWO

STEPLEN A. RIVERA Member. BAC TWG

NICK JHERIAYO, MIGUEL TWG Member NEHEMIAH S. CALIJA BAC-TWG Member

DW1611 M. DIMOLOY Member, BAC TWG

Approved by:

ENGR. PRECIOUS JANSEN D. LUNA BAC Vice-Chairman

and concerts

DR. TIOPHANTOS M. ACOB

BAC Member

DIANA ROSED. BAUTISTA

ENGR. LLOYD B. MANAYAN

BAC Member

ENRICO S. Narroza, JR. BAC Member

OEY O. MENOR BAC Member

PATRICK JOHN 7. RATUITA

