

**PHILIPPINE BIDDING DOCUMENTS**

**Procurement of  
JANITORIAL  
SERVICES FOR  
CY2022**

Government of the Republic of the Philippines



**DEPARTMENT OF AGRARIAN REFORM-  
CORDILLERA ADMINISTRATIVE REGION**  
Tunay na Pagbabago sa Repormang Agraryo

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

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# *Glossary of Acronyms, Terms, and Abbreviations*

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

## ***Section I. Invitation to Bid***



**INVITATION TO BID FOR  
PROCUREMENT OF JANITORIAL SERVICES  
FOR CY2022**

1. The Department of Agrarian Reform Regional Office – Cordillera Administrative Region (DARRO-CAR), through its Bids and Awards Committee intends to apply the sum of *Six Hundred Fifty-Eight Thousand Pesos (₱658,000.00) only* being the ABC to payments under the contract for the *Procurement of Janitorial Services for CY 2022* under *PR No. 2021-10-0142*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *DARRO-CAR* now invites bids for the above Procurement Project. Delivery of the Services is required within the period stated the Section VI – Schedule of Requirements of this bidding documents. Bidders should have completed, within *three (3) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from the *DARRO-CAR BAC Secretariat* and inspect the Bidding Documents at the address given below from **9:00AM to 4:30PM Mondays to Fridays starting on November 26, 2021**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of *One Thousand Pesos (₱1,000.00) only*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person during the conduct of bid opening.

6. The *DARRO-CAR* will hold a Pre-Bid Conference on **November 26, 2021, (Friday), at 10:00 AM** at the DARRO-CAR Conference Hall, #55 Bokawkan Road, cor. Easter Rd., Guisad, Baguio City, which shall be open to all prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **December 8, 2021, (Wednesday) at 12:00 PM**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **December 9, 2021 (Thursday), at 10:00 AM** at the given address below.
10. Bids will be opened in the presence of **only one representative** from each of the bidders who choose to attend the activity.
11. The *DARRO-CAR* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:  
  
**JOCYLYN P. BALLESTRA**  
*Head, BAC Secretariat*  
*#55 Bokawkan Road, cor. Easter Rd.,*  
*Guisad Central, Baguio City*  
*Tel No. (074) 445-3214/422-5873*  
*www.dar.gov.ph*
13. You may visit the PhilGEPS website for downloading of the Bidding Documents.

***November 16, 2021***

***ATTY. CHRISTINE MONTES PUL-OC***  
*BAC Chairperson*

## ***Section II. Instructions to Bidders***

## **1. Scope of Bid**

The Procuring Entity, *DARRO-CAR* wishes to receive Bids for the *Procurement of Janitorial Services for CY 2022*, with identification number *PR No. 2021-10-0142*.

The Procurement Project (referred to herein as “Project”) is composed of a single contract (1 lot), the details of which are described in Section VII (Technical Specifications).

## **2. Funding Information**

2.1. The GOP through the source of funding as indicated below for *CY2022* in the amount of **Six Hundred Fifty-Eight Thousand Pesos (PhP 658,000.00)**.

2.2. The source of funding is NGA, the National Expenditure Program.

## **3. Bidding Requirements**

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

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

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

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

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

## **5. Eligible Bidders**

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

5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to *at least fifty percent (50%) of the ABC*.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## 6. Origin of Goods

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

## 7. Subcontracts

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

The Procuring Entity has prescribed that *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 as indicated in paragraph 6 of the **IB**.

## 9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

## 10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *three (3) years* prior to the deadline for the submission and receipt of bids.

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

## **11. Documents comprising the Bid: Financial Component**

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded procurement, a ceiling may be applied to bid process 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 and Services offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in the **BDS**.
  - b. For Goods and Services 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, listed in **Section VII (Technical Specifications)**.

### **13. Bid and Payment Currencies**

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

### **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall not be less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *March 2022*. 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 **three (3) sets** of the first and second components of its Bid marked as follows:

**ORIGINAL, COPY 1, COPY 2**

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

### **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 items/services 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 ABC for the contract participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## **20. Post-Qualification**

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

## **21. Signing of the Contract**

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

## ***Section III. Bid Data Sheet***

# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. Provision/Supply of Janitorial Services to government and/or private Agencies</li> <li>b. Bidder must have completed within three (3) years prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	Subcontracting is NOT allowed.
12	The price of the Goods shall be quoted DDP <i>DARRO-CAR #55 Easter Road, cor. Easter Rd., Guisad Baguio City.</i>
14.1	<p>The bid security shall be in the form of a <b>Notarized Bid Securing Declaration</b>, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than Thirteen Thousand One Hundred Sixty Pesos (<b>PhP13,160.00</b>) only, or <i>equal to two percent (2%) of the ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than Thirty-two Thousand Nine Hundred Pesos (<b>PhP32,900.00</b>) only, or <i>equal to five percent (5%) of the ABC</i> if bid security is in Surety Bond.</li> </ul>
15	<p><b>Sealing and Marking of Bids:</b></p> <p>The main envelope shall contain 3 sets of the bid packaged in 3 separate envelopes marked as Original, Copy 1 and Copy 2.</p> <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;"> <p>↓</p> <div style="border: 1px solid black; background-color: #003366; color: white; padding: 2px;">ORIGINAL</div> <p>↓</p> <div style="display: flex; justify-content: space-between; width: 100%;"> <div style="border: 1px solid black; background-color: #003366; color: white; padding: 2px; width: 45%;">TECH.</div> <div style="border: 1px solid black; background-color: #003366; color: white; padding: 2px; width: 45%;">FIN.</div> </div> </div> <div style="text-align: center;"> <p>↓</p> <div style="border: 1px solid black; background-color: #003366; color: white; padding: 2px;">MAIN</div> <p>↓</p> <div style="border: 1px solid black; background-color: #003366; color: white; padding: 2px;">COPY 1</div> <p>↓</p> <div style="display: flex; justify-content: space-between; width: 100%;"> <div style="border: 1px solid black; background-color: #003366; color: white; padding: 2px; width: 45%;">TECH.</div> <div style="border: 1px solid black; background-color: #003366; color: white; padding: 2px; width: 45%;">FIN.</div> </div> </div> <div style="text-align: center;"> <p>↓</p> <div style="border: 1px solid black; background-color: #003366; color: white; padding: 2px;">COPY 2</div> <p>↓</p> <div style="display: flex; justify-content: space-between; width: 100%;"> <div style="border: 1px solid black; background-color: #003366; color: white; padding: 2px; width: 45%;">TECH.</div> <div style="border: 1px solid black; background-color: #003366; color: white; padding: 2px; width: 45%;">FIN.</div> </div> </div> </div> <p>Each set shall contain 2 envelopes separating the 2 components of the bid: Technical and Financial documents.</p> <p>All envelopes must bear the Identification of the Bid, name and address of bidder, and the addressee:</p> <p style="text-align: center;"><i>Bids and Awards Committee DARRO-CAR #55 Bokawkan Rd., Cor. Easter Rd., Guisad Baguio City</i></p> <p>with the warning <b><i>“Do not open before December 9, 2021, 10:00 AM”</i></b></p>

	Both components of the bid must be neatly bound, with cover pages and labels, properly tabbed, with page numbers, table of contents, and all pages of both the original and copies of the documents (including blank sheets/separators), <b>MUST</b> be signed/initialed in blue ink by the bidder's authorized signatory.
19.3	The ABC for the procurement is <b>Six Hundred Fifty-Eight Thousand Pesos (PhP 658,000.00) only</b> and shall be awarded as a single contract.
20.2	Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS), proof of latest SSS, PhilHealth and Pag-Ibig remittances, updated BIR Registration Certificate, valid Mayor's Permit, DTI/CDA/SEC Certificate, Tax Clearance Certificate, DOLE Clearance Certificate
21.1	Submission of a photocopy of the NBI or Police Clearance and Medical Certificate implying fitness to work of each of the personnel to be assigned shall be required before the commencement of the contract.

## ***Section IV. General Conditions of Contract***

## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

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

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

## 3. Performance Security

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

## 4. Inspection and Tests

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

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

## **5. Warranty**

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

## **6. Liability of the Supplier**

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

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

## ***Section V. Special Conditions of Contract***

## Special Conditions of Contract

GCC Clause	
1	<b>SCOPE OF CONTRACT:</b> <i>please refer to the Terms of Reference attached herein</i>
2	<b>TERMS OF PAYMENT:</b> <i>please refer to the Terms of Reference attached herein</i>
3	<p><b>PERFORMANCE SECURITY:</b></p> <p>a. Cash or cashier's/manager's check or bank draft/guarantee or irrevocable letter of credit equivalent to five percent (5%) of the ABC or <b>THIRTY-TWO THOUSAND NINE HUNDRED (PhP32,900.00) PESOS</b>; or</p> <p>b. Surety Bond equivalent to thirty percent (30%) of the ABC or <b>ONE HUNDRED NINETY-SEVEN THOUSAND FOUR HUNDRED (Ph197,400.00) PESOS</b>.</p>
4	<p><b>INSPECTION AND TESTS:</b></p> <p>The inspection and tests that will be conducted are actual inspection of the performance of the janitorial manpower, their equipment and other essential paraphernalia at any time it is deemed necessary or as referred to in the Terms of Reference attached herein.</p>
5	<b>LIABILITY OF SUPPLIER:</b> <i>please refer to the Terms of Reference attached herein</i>



## ***Section VII. Technical Specifications***

# Technical Specifications

Item	Specification	Statement of Compliance
		<b>“COMPLY” or “NOT COMPLY”</b>
<b>1</b>	<b>WORK GANG COMPOSITION</b>	
	a. In order to render the needed janitorial and allied services, the number of personnel required shall be as follows: 2 Female; 1 Male	
<b>2</b>	<b>DEPLOYMENT</b>	
	a. The Service Provider shall render, undertake and perform janitorial and other allied services for and at the premises used by and under responsibility of DARRO-CAR.	
	b. The Service Provider agrees to undertake availability of its services and personnel in the event there is a need to transfer or relocation of DARRO-CAR.	
<b>3</b>	<b>OBLIGATION AND RESPONSIBILITIES OF THE SERVICE PROVIDER</b>	
	a. Supply the necessary labor, cleaning equipment, materials and supervision for the daily upkeep & maintenance of the DARRO-CAR’s offices.	
	b. Through deployment of the required janitorial staff/personnel, perform the following services among others: <ul style="list-style-type: none"> <li>• Daily upkeep of the floors, lobby chairs, furniture &amp; fixtures, window sill, panes &amp; blinds, doors, walls, building posts, restrooms, stairway, waste baskets and all other office equipment and facilities where these are allowed.</li> <li>• General cleaning of the office ceilings, gardens, façade, perimeter fences and gates</li> <li>• Monthly washing of carpets and curtains</li> <li>• Whenever necessary, assist in hauling/moving of office furniture/equipment and carrying of heavy boxes during office transfer or events</li> <li>• Serving of snacks/refreshments and other related tasks, during meeting and conferences within DARRO-CAR</li> </ul>	
	c. Making available, at all times, of relievers and/or replacements to ensure continuous and uninterrupted services, in case of absences	
	d. Provision of proper agency uniform and identification cards to the assigned janitorial staff which should not create a cause for limited movement and discomfort to the staff during working periods.	
	e. Necessary supervision over work of its personnel	
	f. Compliance with the existing applicable labor laws, rules and regulations, and warrant the prompt payment of	

	salaries and allowances of its employees, within the legal rate provided by law	
	g. Assumption of full responsibility for any claim that its janitors or workers may have, by reasons of their employment, and that in case of accident, injury or illness incurred in the line of duty, the DARRO-CAR should not in any way be liable by the Service Provider	
	h. Liability for damage to or loss of property belonging to the DARRO-CAR and of its employees	
	i. Assumption of responsibility with regard to the compliance with the requirements of New Labor Code, the Social Security Act, and other laws pertaining to employer-employee relationship. DARRO-CAR may require the contractor to show or produce papers, receipts of payments of SSS, PhilHealth and other evidences to show compliance to the New Labor Code.	
<b>4</b>	<b>JANITORIAL PERSONNEL REQUIREMENTS</b>	
	<ul style="list-style-type: none"> <li>• Must be a Filipino citizen</li> <li>• At least with high school level of education</li> <li>• Physically and mentally fit</li> <li>• At least 21 years old</li> <li>• With at least 3-years janitorial job experience, duly trained and skilled to function as janitorial personnel</li> </ul>	
<b>5</b>	<b>MINIMUM EQUIPMENT AND SUPPLY REQUIREMENTS</b>	
	<p>a. Equipment:</p> <ul style="list-style-type: none"> <li>• 1 unit Floor Polisher</li> <li>• 1 unit Vacuum Cleaner, wet and dry</li> <li>• 1 unit Glass Squeegee, adjustable</li> <li>• Assorted garden tools</li> <li>• Floor mops, Brooms, Dustpans</li> <li>• Toilet Pump/Brush</li> </ul> <p>b. Stable Supplies:</p> <ul style="list-style-type: none"> <li>• Deodorant Cake</li> <li>• Floor wax</li> <li>• Toilet brush/cleaner</li> <li>• Chlorine Bleach</li> <li>• Detergent soap/powder, Fabric conditioner</li> <li>• Garbage Bag</li> <li>• Air Freshener</li> <li>• Furniture Polisher</li> <li>• Hand Towels</li> </ul>	
<b>6</b>	<b>CONTRACTUAL CONSIDERATION</b>	
	In the event that minimum wage is increased or should an additional fringe benefits in favor of the personnel be promulgated either by law or decree or wage order subsequent to the execution of the Contract, the new rate shall be adjusted	

	to conform with the law and shall be subject to negotiation agreeable to both parties.	
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# TERMS OF REFERENCE

## I. INTRODUCTION

The DARRO-CAR is inviting interested parties to bid for the provision of janitorial services from reputable janitorial agencies, to render janitorial services to the DARRO-CAR regional office located at No. 55 Bokawkan Rd., cor. Easter Rd., Baguio City on an 8-hour daily basis.

## II. SCOPE OF SERVICES/REQUIREMENTS

### Service Provider

- 1) The Service Provider must be duly licensed, registered, with proper operating permits and other statutory requirements. It must have been engaged in the business for at least three (3) years.
- 2) The proof of paid remittances for the following (concerned) government agencies: SSS, PHILHEALTH and PAGIBIG will be in the form of a certification issued by the said agencies for the period covering **January 2021 to September 2021** (to be submitted during post-qualification).
- 3) The Service Provider will provide a minimum of three (3) janitors/janitresses who shall work from 7:00 a.m. on Mondays to Fridays and shall report from 8:00 a.m. to 5:00 p.m. on Saturdays including holidays.
- 4) The Service Provider will provide consistent and quality service through qualified, uniformed, highly trained janitors/janitresses who shall clean the properties and premises of the DARRO-CAR.
- 5) The janitors/janitresses assigned shall be provided with proper agency uniforms and visible identification cards.

### Janitors/Janitresses

- 1) The assigned janitors/janitresses must have previous experience of at least 3-years. He/she must be reliable, honest, and courteous.
- 2) The janitors/janitresses must be ready to perform other tasks as may be required by DARRO-CAR, related to janitorial services and other administrative functions.

## III. CONTRACT DURATION

The contract shall be for a period of one (1) year commencing upon signing of the Contract. The DARRO-CAR may pre-terminate the Contract for failure of the Service Provider to perform its obligation following the procedure prescribed under the guidelines on the termination of contract issued by the Government Procurement Policy Board (GPPB) under Resolution No. 018-2004, dated 22 December 2004.

#### **IV. APPROVED BUDGET FOR THE CONTRACT**

The approved budget cost of the contract is **SIX HUNDRED FIFTY-EIGHT THOUSAND (PhP 658,000.00) PESOS.**

In accordance with Clause 5.0 of Appendix 14 of GPPB Resolution 03-2011 dated January 28, 2011, all bid prices for duration of one year shall be fixed and shall not be adjusted during the contract implementation, except for the following:

1. Decrease/increase in the daily minimum wage pursuant to law or new wage order issued after date of bidding;
2. Decrease/increase in taxes; and
3. If during the term of the contract DARRO-CAR sees the need for a decrease/increase in the number of janitors/janitresses.

#### **V. MANNER OF PAYMENT**

The Service Provider shall bill the DARRO-CAR every 15<sup>th</sup> and 30<sup>th</sup> day of each month.

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

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class "A" Documents*

#### Legal Documents

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

#### Technical Documents

- (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid with attached copy of Contract, NOA/NTP, if applicable, and Certificate of Completion/Final Acceptance issued by the First Party, 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**
- (f) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;  
**or**  
Original copy of Notarized Bid Securing Declaration; **and**
- (g) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (h) Original duly signed Omnibus Sworn Statement (OSS);  
**and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.
- (i) List of Janitorial Personnel to be deployed with attached Bio Data and a list

of their Janitorial Job Experiences

Financial Documents

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

**or**

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

***Class "B" Documents***

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

**or**

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

**II. FINANCIAL COMPONENT ENVELOPE**

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

# ***FORMS***

## Bid Form

---

Date: \_\_\_\_\_  
Invitation to Bid N<sup>o</sup>: \_\_\_\_\_

To: *DARRO-CAR*

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *SUPPLY JANITORIAL SERVICES FOR CY 2022* in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods and services in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in the bidding documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

(if none, state "None")

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

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

We certify/confirm that we comply with the eligibility requirements as per the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Name of Project of the Name of the Procuring Entity] [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity].*

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

## BID PRICE SCHEDULE

Eight (8) Hours Work

### Amount Directly to Janitor/Janitress:

Daily Wage

Pay per month \_\_\_\_\_

Night Differential \_\_\_\_\_

13<sup>th</sup> Month Pay \_\_\_\_\_

% days Incentive Leave \_\_\_\_\_

Uniform Allowance (RA 5487) \_\_\_\_\_

E-COLA \_\_\_\_\_

**TOTAL AMOUNT DIRECTLY TO JANITOR/JANITRESS P\_\_\_\_\_**

### Amount to Government in Favor of Janitor/Janitress:

Retirement Benefit (RA 7641) \_\_\_\_\_

SSS Premium \_\_\_\_\_

PhilHealth Contribution \_\_\_\_\_

State Insurance Fund \_\_\_\_\_

Pag-Ibig Fund (RA 7742) \_\_\_\_\_

**TOTAL AMOUNT TO GOVERNMENT IN FAVOR OF JANITOR/JANITRESS P\_\_\_\_\_**

**I. TOTAL AMOUNT TO JANITOR/JANITRESS AND GOVERNMENT P\_\_\_\_\_**

**II. ADMINISTRATIVE OVERHEAD AND MARGIN INCLUSIVE OF VAT P\_\_\_\_\_**

**PROPOSED CONTRACT RATE PER JANITOR/JANITRESS PER MONTH P\_\_\_\_\_**

**GRAND TOTAL (3 PERSONNEL x 12 MONTHS) P\_\_\_\_\_**

**STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS  
INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED**

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

Business Address: \_\_\_\_\_

a. Name of Contract	a. Owner's Name	Nature of Work/ Kind of Goods	Bidder's Role		a. Date Awarded	% of Accomplishment		Value of Outstanding Works/Undelivered Portion
	b. Address		Description	%	b. Date Started	Planned	Actual	
	c. Tel. No.				c. Date of Comp.			
<i><u>*Government</u></i>								
<i><u>*Private</u></i>								
							<b>Total Cost</b>	

Note: In case of no ongoing contracts, the bidder shall submit this form indicating "NO ONGOING CONTRACTS"

*Submitted by:*

*Designation:*

*Date:*

**STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT**

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

Business Address: \_\_\_\_\_

Name of Contract	a. Owner's Name	Nature of Work/ Kind of Goods	Bidder's Role		a. Amount at Award	a. Date Awarded
	b. Address		Description	%	b. Amount at Completion	b. Contract Effectivity
	c. Tel. No.					c. Date of Completion

- This statement shall be supported with a copy of the ff:
- a) *Duly signed Purchase Order/Contract/Memorandum of Agreement/ Job Orders/Framework Agreement*
  - b) *Notice of Award and Notice to Proceed*
  - c) *Certificate of Completion/Final Acceptance issued by the owner*

*Submitted by:*  
*Designation:*  
*Date:*

## BID SECURING DECLARATION FORM

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

X-----X

### BID SECURING DECLARATION

**Invitation to Bid:** *[Insert Bid ID]*

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

I/We<sup>1</sup>, 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 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 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;
  - (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]*.

---

<sup>1</sup> Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

*[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]*

*[Insert Signatory's Legal Capacity]*

Affiant

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of *[month]* *[year]*.

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ *[date issued]*, *[place issued]*

IBP No. \_\_\_\_\_ *[date issued]*, *[place issued]*

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_

## Omnibus Sworn Statement

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

### AFFIDAVIT

I, *[Name of Affiant]*, of legal age, *[Civil Status]*, *[Nationality]*, and residing at *[Address of Affiant]*, after having been duly sworn in accordance with law, do hereby depose and state that:

1. **Select one, delete the other:**

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

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

2. **Select one, delete the other:**

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

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

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
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 following responsibilities as a Bidder:
- a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of \_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
Bidder's Representative/Authorized Signatory

**SUBSCRIBED AND SWORN** to before me this \_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice

(A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of [month] [year].

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_

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Series of \_\_\_\_\_

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

**AFFIDAVIT OF NET FINANCIAL CONTRACTING CAPACITY**

I \_\_\_\_\_, of legal age, single/married, Filipino and residing at \_\_\_\_\_, after being sworn in accordance with law, do hereby depose and say:

1. That I am the \_\_\_\_\_(Designation) of \_\_\_\_\_ (Name of Agency) with office at \_\_\_\_\_;
2. That the Net Financial Contracting Capacity (NFCC) of \_\_\_\_\_ (Name of Agency) based on net working capital (current assets and liabilities) is at least equal to the Approved Budget for the Contract (ABC) being bid;
3. That the NFCC is computed as follows:

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

Current Assets	P _____
Less: Current Liabilities	_____
<b>Sub-Total</b>	<b>P _____</b>

Multiplied by: P \_\_\_\_\_

Less Value of all projects  
Under undergoing contracts  
Including awarded contracts  
Yet to be started P \_\_\_\_\_

**NET FINANCIAL  
CONTRACTING CAPACITY P \_\_\_\_\_**

**IN WITNESS WHEREOF**, I hereby affix my signature this \_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_.

\_\_\_\_\_  
Affiant

**SUBSCRIBED AND SWORN TO** before me this \_\_\_ day of \_\_\_\_\_, 20\_\_ affiant exhibiting to me his/her identification document indicated below his/her signature.

**NOTARY PUBLIC**

Doc. No. \_\_\_\_;  
Page No. \_\_\_\_;  
Book No. \_\_\_\_;  
Series of 20\_\_.

**LIST OF DEPLOYABLE JANITORIAL PERSONNEL**

<b>NO.</b>	<b>NAME</b>	<b>LICENSE NUMBER (if applicable)</b>	<b>LICENSE VALIDITY PERIOD</b>

**Note:**

*The Bio Data and experiences of each personnel shall be attached.*

