



Republic of the Philippines
Department of Health

Philippine Institute of Traditional and Alternative Health Care (PITAHC)



**MANPOWER SERVICES
FOR THE
PHILIPPINE INSTITUTE OF TRADITIONAL
AND ALTERNATIVE HEALTH CARE
(PITAHC)
*(Multi-Year Contract for Calendar Years 2022, 2023 and 2024)***

Goods_CB_002-2021

10 December 2021

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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 Service Provider, 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; Service Provider 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, Service Provider, or consultant.

UN – United Nations.

Section I. Invitation to Bid



INVITATION TO BID

MANPOWER SERVICES FOR THE PHILIPPINE INSTITUTE OF TRADITIONAL AND ALTERNATIVE HEALTH CARE (PITAHC) *(Multi-Year Contract for Calendar Years 2022, 2023 and 2024)*

1. The Philippine Institute of Traditional and Alternative Health Care (PITAHC), through the 2022 Corporate Operating Budget with Multi-Year Contractual Authority approved by the PITAHC Board of Trustees through its Resolution No. 10 series of 2021 dated 18 November 2021, intends to apply the total sum of **Three Million Three Hundred Sixteen Thousand Two Hundred Forty-Nine Pesos and 31/100 centavos (PhP3,316,249.31)** with the following breakdown of allotted budget per year:

Year(s)	Personnel Requirement	ABC (in PhP)
Year 1 – CY 2022	4	959,320.31
Year 2 – CY 2023	5	1,178,464.50
Year 3 – CY 2024	5	1,178,464.50

For the purpose of early procurement authorized under Section 7.6 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184, the proposed budget under the FY 2022 GOCC, the approved Corporate Operating Budget shall be used as basis. The period for the performance of the obligations under the Contract shall not go beyond the validity of the corresponding appropriations for the Project. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The **PITAHC** now invites bids for the above Procurement Project. Delivery of the Goods is required by **specified in the Section VI (Schedule of Requirements) of the 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).

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.

3. Prospective Bidders may obtain further information from **PITAHC** Bids and Awards Committee (BAC) Secretariat and inspect the Bidding Documents at the address given below during office hours from 8:00 AM to 5:00 PM except during weekend, declared holiday, and suspension of work.
4. A complete set of Bidding Documents may be acquired by interested Bidders on **10 December 2021** from the given email address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Thousand Pesos (PhP 5,000.00)** through **LAND BANK OF THE PHILIPPINES**

Current Account Name: **PHILIPPINE INSTITUTE OF TRADITIONAL AND ALTERNATIVE HEALTH CARE**
Account No. **1872-1035-18**

Upon deposit, the bidders must submit the scanned copy of the deposit slip to bacpitahc@gmail.com and pitahc.financedivision@gmail.com

5. The **PITAHC** will hold a Pre-Bid Conference on **17 December 2021, 10:00 AM** through video conferencing or webcasting via **Zoom** Teleconferencing, which shall be open only to those prospective bidders who coordinated and confirmed their attendance to participate to the said Conference.

The Zoom Link shall be provided by PITAHC IT Officer through the BAC Secretariat upon request.

6. Bids must be duly received by the BAC Secretariat through online or electronic submission as indicated below, on or before **29 December 2021; 10:00 AM**. Late bids shall not be accepted.
7. 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 **29 December 2021; 10:00 AM through Zoom Teleconference**, the Zoom Link shall be provided by PITAHC IT Officer through the BAC Secretariat. Bids will be opened in the presence of the bidders’ representatives who choose to attend the activity.

9. The **PITAHC** 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.

10. For further information, please refer to:

Mr. Rodelio D. Mendez Jr

BAC Secretariat

PITAHC

Matapang St. Brgy. Central,

Quezon City

(02) 8376-3067

bacpitahc@gmail.com

11. You may visit the following websites:

For downloading of Bidding Documents: [Procurement | PITAHC](#)

For online bid submission: bacpitahc@gmail.com

December 10, 2021

Dr. Francis Vicente S. Ras,
Chairperson, BAC

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *PITAHC* wishes to receive Bids for the **Manpower Services for the PITAHC CY 2022** with identification number *CB No. 002-2021*.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **2022 Corporate Operating Budget with Multi-Year Contractual Authority approved by the PITAHC Board of Trustees through its Resolution No. 10 series of 2021 dated 18 November 2021** in the amount of *Three Million Three Hundred Sixteen Thousand Two Hundred Forty-Nine Pesos and 31/100 centavos (PhP3,316,249.31)*. *Nine Hundred Fifty-Nine Thousand Three Hundred Twenty Pesos and 31/100 Centavos (PhP959,320.31)* for the year 2022 and **One Million One Hundred Seventy-Eight Thousand four Hundred Sixty Four Pesos and Fifty Centavos (PhP1,178,464.50)** for the year 2023 and 2024 respectively.

2.2. The source of funding is:

GOCC and GFIs, the proposed Corporate Operating Budget.

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 **December 17, 2021; 10:00 AM and** either at its physical address and/or through videoconferencing/webcasting **via Zoom** 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 **December 28 2019 to December 28, 2021** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

- ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

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

Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **April 28, 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

² In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

Each Bidder shall submit one copy of the first and second components of its Bid.

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

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present 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:

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 referred to manpower services.</p> <p>Completed within three (3) years prior to the deadline for the submission and receipt of bids.</p>
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP Manila or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than Sixty-Six Thousand Three Hundred Twenty-Four Pesos and 99/100 (PhP66,324.99 or two per cent (2%) of the ABC, 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 One Hundred Sixty-Five Thousand Eight Hundred Twelve Pesos and 47/100 (PhP165,812.47) or five per cent (5%) of the ABC, if bid security is in Surety Bond.
19.3	The computation of a prospective bidder's NFCC must be at least equal to the ABC to be bid, pursuant to Section 23.4.1.4 of the 2016 Revised IRR of RA No. 9184.
20.2	No Further instructions.

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>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:</p> <p>“The delivery terms applicable to the Contract are DDP delivered Manila. In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are delivered Manila. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Ms. Emeline Rose R. Mariano, Chief, Administrative Division.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	<p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>

	<p>Packaging –</p> <p>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.</p> <p>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.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>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</p>
	<p>Transportation –</p> <p>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.</p> <p>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.</p>
	<p>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</p>

	<p>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 Supplier's risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>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.</p>
2.2	<p>The terms of payment shall be in accordance in the Item J of the detailed Terms of Reference in the Section VII: Technical Specifications.</p>

Section VI. Schedule of Requirements

Schedule of Requirements

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

Lot No.	Description	Quantity*	Delivered, Weeks/Months**
1	For the Year 2022 One (1) Janitor/Janitress reporting six (6) days a week, Two (2) Janitors/Janitress reporting five (5) days a week One (1) Maintenance Personnel reporting five (5) days a week	4 personnel	Seven (7) calendar days upon receipt of the Notice to Proceed (NTP). The contract shall be a period of one (1) year effective upon its signing unless otherwise terminated pursuant to causes or guidelines cited in the contract, and renewable for a period not to exceed a maximum of three (3) years from its effectivity.
	For the Year 2023 & 2024 One (1) Janitor/Janitress reporting six (6) days a week, Two (3) Janitors/Janitress reporting five (5) days a week One (1) Maintenance Personnel reporting five (5) days a week	5 personnel	

** The PITAHC reserves the right to increase/decrease the number of janitors as may be necessary likewise to adjust or limit the scope of services of the Service Provider.*

*** The obligations of the Service Provider under this Contract shall not go beyond the validity of the corresponding appropriations and period as provided this Project.*

I hereby certify to comply and deliver all the above requirements.

Name of Company/Bidder

Signature Over Printed Name of Representative

Date

Section VII. Technical Specifications

Technical Specifications

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.

Item	Specification	Statement of Compliance
I	<p>Years of Experience</p> <p>-At least five (5) years</p> <p>Liquidity of the Bidder</p> <p>-Net Financial Contracting Capacity (NFCC) at least equal to ABC</p> <p>Organizational Set-up</p> <p>With Manual of operations or equivalent document/s detailing pertinent information such as its recruitment and selection process or criteria in the hiring of personnel, housekeeping plan, training programs, adherence to labor regulations and provisions of manpower support, including complete uniforms and other paraphernalia.</p> <p>Resources</p> <p>Number of Janitors/Janitress and Maintenance Personnel</p> <p>Bidder must be able to provide the required manpower who are amenable to the specified workdays and man-hours during the implementation of the contract with PITAHC.</p>	
II	<p>Manpower Requirements</p> <p>Four (4) personnel: three (3) Janitors/Janitress and one (1) Maintenance Personnel (for CY 2022)</p> <p>Five (5) personnel: four (4) Janitors/Janitress and one (1) Maintenance Personnel (for CY 2023 and 2024)</p> <p>During the duration of the contract, the number of manpower requirements may decrease at the discretion of PITAHC.</p>	
III	<p>Working Days and Hours</p> <p>The abovementioned personnel shall render eight (8) hours of work per day.</p> <p>For the first year, two (2) Janitors/Janitress and one (1) Maintenance Personnel shall report to work five (5) days a week from Mondays to Fridays, while one (1) Janitor/Janitress</p>	

	<p>shall report to work six (6) days a week from Mondays to Saturdays, except on declared non-working days and legal holidays. For the succeeding two (2) years, an additional one (1) Janitor/Janitress shall report to work five (5) days a week from Mondays to Fridays, except on declared non-working days and legal holidays. Only the actual number of workdays and man-hours spent shall be used for billing purposes.</p>	
<p>IV</p>	<p>General Considerations</p> <p>The daily minimum wage rate, as determined by the Regional Tripartite Wages and Productivity Board having jurisdiction over the area of operation, shall be the benchmark for the wages.</p> <p>There shall be no diminution of wages of incumbents. Work authorized to be performed during a legal holiday shall be compensated according to the Labor Code.</p> <p>At least two (2) hours of approved services rendered beyond the required number of hours per day shall be considered as overtime work, subject to payment in accordance with the existing provisions of the Labor Code. The Janitor/Janitress/Maintenance Personnel who will render overtime work must secure an Authority to Render Overtime Services from the Chief Administrative Officer, and this shall serve as an attachment in the billing.</p> <p>The daily wages shall be adjusted correspondingly if any law, order, rule, or regulation is promulgated or issued that increases the minimum wage or provides for payment of additional employee benefits.</p> <p>The Service Provider shall secure accident insurance with regard to the persons in its employ who will be assigned to PITAHC, and this shall cover accidents incurred during the performance of their duties as specified in the Scope of Work.</p> <p>The minimum rates provided herein are based on Wage Order No. NCR-22 effective November 22, 2018.</p> <p>Nothing herein shall be construed as establishing an employer-employee relationship between PITAHC and the Service Provider, and the latter's employees who will be assigned to PITAHC. The Service Provider shall at all times be personally and directly responsible for the personnel under its employ.</p> <p>The winning bidder is expected by PITAHC to maintain a satisfactory level of performance throughout the term of the contract based on a prescribed set of performance criteria. The performance of the Service Provider shall be subject to an appraisal system to be administered annually and shall have the composite valuation of the different divisions of PITAHC, if</p>	

	<p>applicable. The performance criteria to be applied shall include, among others, the following:</p> <ol style="list-style-type: none"> 1.1 Quality of service delivered; 1.2 Time management; 1.3 Management and suitability of personnel; 1.4 Contract administration and management; and 1.5 Provisions of regular progress reports. <p>The satisfactory level of performance shall be assessed by PITAHC annually, and shall serve as basis for the renewal of the contract for another one (1) year or until the maximum three-year period mentioned in this Terms of Reference shall have been completed in accordance with the Government Procurement Policy Board (GPPB) rules and regulations on the implementation of the said three-year period.</p> <p>Based on its assessment, PITAHC may pre-terminate the contract for failure by the Service Provider to perform its obligations, in line with the <i>Guidelines on Termination of Contracts</i> issued by the GPPB under Resolution No. 018-2004 dated December 22, 2004.</p>	
V	<p>Billings</p> <p>The Service Provider shall submit its monthly billings to PITAHC.</p> <p>The billings shall be based on the actual number of days worked or man-hours rendered during the billing period, and shall include regular overtime, declared non-working days and legal holidays wherein man-hours were requested to be rendered with corresponding items of payments.</p>	
VI	<p>Contribution to Pertinent Agencies</p> <p>The Service Provider shall submit within three (3) weeks after the end of each month the certified true copies of proof of payments of all its obligations under the provisions of the SSS Law, Employees Compensation Act, PhilHealth, Pag-ibig, and other pertinent statutes presently in force and effect.</p>	
VII	<p>ATM Services</p> <p>The Service Provider may make arrangements with any reputable Philippine commercial bank to provide ATM services to its personnel through which payment of the personnel's wages could be coursed through.</p>	

<p>VIII</p>	<p>Cost Components (Monthly)</p> <p>Three (3) major components of the bid price:</p> <ol style="list-style-type: none"> 1. <i>Direct Labor Cost:</i> <ol style="list-style-type: none"> 1.1 Basic pay for eight (8) hours of work per day; 1.2 Five-day Service Incentive Leave Pay; 1.3 13th Month Pay; and 1.4 Provision for Overtime Pay. 2. <i>Remittances/Contributions to Government Institutions:</i> <ol style="list-style-type: none"> 2.1 SSS Premium contributions; 2.2 PhilHealth Premium contributions; 2.3 Pag-ibig Fund Premium contributions; 2.4 Employees Compensation Fund; and 2.5 Others as mandated by applicable laws, if any. 3. <i>Taxes and Administrative Cost:</i> <ol style="list-style-type: none"> 3.1 12% expanded value-added tax (e-VAT) as mandated by law; and 3.2 10% Administrative Cost. Under Section 9 (b) ii of the Department of Labor and Employment (DOLE) Department Order No. 18-A s. 2011, the service Service Provider is allowed a standard administrative fee of not less than ten percent (10%) of the total contract cost. 	
<p>IX</p>	<p>Scope of Works</p> <p><i>Janitors/Janitress:</i></p> <p>Daily Operations</p> <p>Maintaining the cleanliness and orderliness of PITAHC including its building, storage areas, grounds, and its environment.</p> <p>Sweeping, mopping, spot scrubbing, and polishing of all floors. Common areas such as the main lobby, hallways, and corridors, ingress and egress, and waiting areas shall be serviced continuously during regular hours to guarantee cleanliness.</p>	

	<p>Cleaning and disinfecting of office rooms, workspaces, cubicles, and floor tiles with the use of disinfectants.</p> <p>Cleaning and sanitizing of comfort rooms with the use of sanitizing and disinfecting agents in washbasins, urinals, and toilet bowls.</p> <p>Dusting and cleaning of all desk tops, doors, window ledges, furniture, and fixtures.</p> <p>Cleaning of trash receptacles.</p> <p>Conducting garbage collection within PITAHC to be disposed off at designated disposal areas and complying with environmental improvement and sanitation.</p> <p>Watering of indoor and outdoor plants.</p> <p>Collecting of waste materials.</p> <p>Reporting of leaking faucets and busted bulbs.</p> <p>Assisting in the transfer/rearrangement of tables, chairs, cabinets, etc.</p> <p>Performing other related functions as may be assigned and required from time to time.</p> <p>Weekly Operations</p> <p>Washing, scrubbing, and polishing of all floors.</p> <p>Thorough general cleaning, sanitizing, and disinfecting of all washrooms and toilets.</p> <p>Wiping of blinds, interior glass windows, and doors.</p> <p>Cleaning of glass walls and wooded partitions.</p> <p>Dusting off of light fixtures.</p> <p>Spraying of insecticides and/or disinfectants in common areas</p> <p>Monthly Operations</p> <p>Thorough cleaning of general areas.</p> <p>Removing of cobwebs on all areas of the PITAHC building.</p> <p>Wiping of ceiling boards.</p> <p>Cleaning of maintenance rooms and storage rooms.</p> <p>Tree and plant trimming in the garden and parking areas.</p>	
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	<p>Other Duties</p> <p>Whenever required, carrying and hauling off of furniture and fixture, supplies, and/or records; and</p> <p>Other related duties as may be required by PITAHC.</p> <p><i>Maintenance Personnel:</i></p> <p>Performing basic carpentry works for the maintenance and repair of PITAHC's existing facilities.</p> <p>Undertaking basic carpentry works pertaining to the approved projects of PITAHC.</p> <p>Repairing and maintaining minor problems on plumbing and sewer line fixtures.</p> <p>Inspecting and checking the PITAHC facilities on a regular basis, and taking appropriate action including recommending remedial measures.</p> <p>Providing inputs as to the specifications of materials and the cost estimates for the basic carpentry and plumbing works to be done.</p> <p>Assembling, installing, testing, and maintaining electrical or electronic wiring, equipment, appliances, apparatus, and fixtures, using hand tools and power tools.</p> <p>Diagnosing minor malfunctioning systems, apparatus, and components, using test equipment and hand tools, to locate the cause of a breakdown and correct the problem.</p> <p>Conducting proper operation and maintenance of basic electrical installations.</p> <p>Placing conduit, pipes, or tubing inside designated partitions, walls, or other concealed areas, and pulling insulated wires or cables through the conduit to complete circuits between boxes.</p> <p>Assisting in the monitoring and inspection of electrical systems, equipment, and components to identify hazards, defects, and the need for adjustment or repair, and to ensure compliance with codes.</p> <p>Assisting in the conduct of preventive maintenance of equipment and related electrical installations, including the generator set and water tank.</p> <p>Assisting in basic repairs and replacement of defective parts of properties and equipment.</p>	
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	<p>Performing other related functions as may be assigned and required from time to time.</p> <p>The Service Provider shall submit to the assigned personnel of PITAHC a daily/weekly/monthly accomplishment/checklist of the performance of the above minimum operations and activities.</p>	
<p>X</p>	<p>Other Terms</p> <p>Upon the request of PITAHC, relievers and/or replacements shall be made available at all times to ensure continuous and uninterrupted service. PITAHC has the right to demand replacement of personnel found to be unqualified and/or not performing his/her work satisfactorily.</p> <p>All personnel employed by the Service Provider shall be reliable, trained, courteous, cooperative, and in possession of a current NBI Clearance and Medical Certificate attesting to their credibility and physical fitness for the work involved. They must be generally presentable and must wear proper uniforms and IDs, which must be provided by the Service Provider at its own expense, while on duty.</p> <p>The Service Provider shall consider the requirements/specific personnel qualifications in the hiring of personnel to be assigned at PITAHC. However, the Service Provider may absorb/consider the present personnel whom PITAHC has recommended for retention under the Service Contract. As PITAHC may require, hiring procedures shall be restructured to suit its needs.</p> <p>The Service Provider shall answer for and indemnify PITAHC for the cost of any damage to, or loss of, PITAHC's property, which is due or sustained through the fault of the service personnel. The Service Provider's personnel shall submit themselves to bodily search by the security guards upon entering and/or leaving the PITAHC premises.</p> <p>PITAHC reserves the right to pre-terminate the Service Contract for violation by the Service Provider of any of the provisions of the contract.</p> <p>The Service Provider shall ensure and guarantee that the salaries and benefits of its service personnel deployed to PITAHC are properly paid on time. The Service Provider must provide a pay slip to its personnel, detailing how the amount of the salary due and paid was arrived at.</p> <p>The procurement for manpower services shall be consistent with RA 9184 and its 2016 Revised IRR, and the GPPB Guidelines on the Procurement of Security and Janitorial Services pursuant to Resolution No. 24-2007 dated September 28, 2007.</p>	

	<p>The Service Provider should warrant to preserve and keep the utmost confidentiality and secrecy of all data and information learned by it or by its personnel in the course of this agreement. The Service Provider further warrants that all personnel assigned to do and perform the work for PITAHC are properly oriented, appraised, and well-informed of this warranty and shall so uphold the confidentiality thereof.</p>	
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Name of Company/Bidder

Signature Over Printed Name of Representative

Date

Section VIII. Bidding Forms

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

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

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

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

Omnibus Sworn Statement
[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

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

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the

BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Bid Form for the Procurement of Goods
[shall be submitted with the Bid]

BID FORM

Date : _____
Project Identification No. : _____

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

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

If our Bid is accepted, we undertake:

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

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

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

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

(if none, state "None")]

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

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

For Goods Offered from Within the Philippines

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

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of 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)

Name: _____

Legal Capacity: _____

Signature: _____

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

Section IX. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

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

Financial Documents

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

Class "B" Documents

- (l) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
or
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

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

