



BUREAU OF CUSTOMS
MAKABAGONG ADUANA, MATATAG NA EKONOMIYA



PROFESSIONALISM

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ACCOUNTABILITY

BIDDING DOCUMENTS FOR THE PROVISION OF JANITORIAL SERVICES

**Project ID No.: BOC-GOODS-2021-04
April 2021**

TABLE OF CONTENTS

Section I. Invitation to Bid.....	4
Section II. Instructions to Bidders.....	6
1. Scope of Bid	8
2. Funding Information.....	8
3. Bidding Requirements	8
4. Corrupt, Fraudulent, Collusive, and Coercive Practices.....	8
5. Eligible Bidders.....	9
6. Origin of Goods	9
7. Subcontracts	9
8. Pre-Bid Conference	9
9. Clarification and Amendment of Bidding Documents	10
10. Documents comprising the Bid: Eligibility and Technical Components	10
11. Documents comprising the Bid: Financial Component	8
12. Bid Prices	8
13. Bid and Payment Currencies	9
14. Bid Security	9
15. Sealing and Marking of Bids	10
16. Deadline for Submission of Bids	10
17. Opening and Preliminary Examination of Bids	11
18. Domestic Preference	11
19. Detailed Evaluation and Comparison of Bids	11
20. Post-Qualification	14
21. Signing of the Contract	14
Section III. Bid Data Sheet	15
Section IV. General Conditions of Contract	17
1. Scope of Contract	18
2. Advance Payment and Terms of Payment	18
3. Performance Security	18
4. Inspection and Tests	18
5. Warranty	19
6. Liability of the Supplier	19
Section V. Special Conditions of Contract	20
Section VI. Schedule of Requirements	22
Section VII. Technical Specifications	23
Section VIII. Checklist of Technical and Financial Documents	23



Section I. Invitation to Bid

SECTION I. INVITATION TO BID "Provision of Janitorial Services"

1. The Bureau of Customs (BOC) through the authorized appropriations under the CY 2021 General Appropriations Act intends to apply the sum of Twenty-Two Million Three Thousand Four Hundred Ninety-Seven Pesos and Fifteen Centavos (Php22,003,497.15) being the Approved Budget for the Contract (ABC) to payments under the contract for the "Provision of Janitorial Services" Bids received in excess of the ABC shall be automatically rejected at the bid opening.
2. The Bureau of Customs now invites bids for the above Procurement Project for the period of July 2021 to December 2021. Bidders should have completed, within five (5) 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 BOC Bids and Awards Committee (BAC) Secretariat and inspect the Bidding Documents at the address given below during office hours from 8:00 a.m. to 5:00 p.m.
5. A complete set of Bidding Documents may be acquired by interested Bidders on April 27, 2021 from the given address and website 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 (P25,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees to be presented in person.
6. The BOC will hold a Pre-Bid Conference on May 4, 2021 10:00 a.m. at the GSD Conference Room, Ground Floor, OCOM Building, South Harbor, Gate 3, Port Area, Manila, and/or through videoconferencing/webcasting via Microsoft Teams, which shall be open to prospective bidders. Sent a Letter of Intent through email and we will send the link via Microsoft Teams.



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7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below on or before May 17, 2021, 9:30 a.m. 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 May 17, 2021, 10:00 a.m. at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The BOC 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 Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

BOC-BAC Secretariat
General Services Division
OCOM Bldg., South Harbor, Gate 3, Port Area, Manila
Telefax No. 527-9757
Email address: bacsecretariat@customs.gov.ph

12. You may visit the following websites:

For downloading of Bidding Documents: <https://customs.gov.ph/bid-opportunities/>

Date issued: April 27, 2021

ATTY. ALVIN H. EBREO, CESE
Chairperson, BOC-BAC

Section II. Instructions to Bidders

TABLE OF CONTENTS

1. SCOPE OF BID.....	7
2. FUNDING INFORMATION	7
3. BIDDING REQUIREMENTS.....	7
4. CORRUPT, FRAUDULENT, COLLUSIVE, AND COERCIVE PRACTICES	7
5. ELIGIBLE BIDDERS	8
6. ORIGIN OF GOODS	8
7. SUBCONTRACTS	8
8. PRE-BID CONFERENCE	8
9. CLARIFICATION AND AMENDMENT OF BIDDING DOCUMENTS	9
10. DOCUMENTS COMPRISING THE BID: ELIGIBILITY AND TECHNICAL COMPONENTS	9
11. DOCUMENTS COMPRISING THE BID: FINANCIAL COMPONENT.....	9
12. BID PRICES	8
13. BID AND PAYMENT CURRENCIES	9
14. BID SECURITY	9
15. SEALING AND MARKING OF BIDS	10
16. DEADLINE FOR SUBMISSION OF BIDS.....	10
17. OPENING AND PRELIMINARY EXAMINATION OF BIDS.....	11
18. DOMESTIC PREFERENCE	11
19. DETAILED EVALUATION AND COMPARISON OF BIDS.....	11
20. POST-QUALIFICATION	12
21. SIGNING OF THE CONTRACT.....	12

1. Scope of Bid

The Procuring Entity, Bureau of Customs-Bids and Awards Committee (BOC-BAC) wishes to receive Bids for the “Provision of Janitorial Services” with identification number BOC-GOODS-2021-04.

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 Government of the Philippine (GOP) through the source of funding as indicated below for FY 2021 General Appropriations Act in the amount of Twenty-Two Million Three Thousand Four Hundred Ninety-Seven Pesos and Fifteen Centavos (Php22,003,497.15).

The source of funding is:

- a. NGA, the General Appropriations Act or Special Appropriations.

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 **ITB** 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:

- a. Subcontracting is not allowed.
- 7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

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 and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **ITB**.

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 **ITB**, 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 five (5) years as provided in paragraph 2 of the **ITB** 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 **ITB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

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

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in:

- a. Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

- 14.2. The Bid and bid security shall be valid until September 14, 2021. 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

- 15.1 Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 10 in one sealed envelope marked “ORIGINAL - TECHNICAL COMPONENT”, and the original of their financial component in another sealed envelope marked “ORIGINAL - FINANCIAL COMPONENT”, sealing them all in an outer envelope marked “ORIGINAL BID”
- 15.2 Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. ___ - TECHNICAL COMPONENT” and “COPY NO. ___ – FINANCIAL COMPONENT” and the outer envelope as “COPY NO. ___”, respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 15.3 The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.

All envelopes shall:

- (a) contain the name of the contract to be bid in capital letters;
 - (b) bear the name and address of the Bidder in capital letters;
 - (c) be addressed to the Procuring Entity’s BAC;
 - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1; and
 - (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids.
 - (f) Each envelope must be duly signed by the authorized representative.
- 15.4 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.
- 15.5 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 **ITB**.

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 **ITB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded one Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, }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**. The LCB shall likewise submit the required documents for final Post Qualification. }

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

ITB Clause	
1	<p>The Procuring Entity is the Bureau of Customs.</p> <p>The name of the Contract is “Provision of Janitorial Services”</p> <p>The identification number of the Contract is BOC-GOODS-2021-04</p>
2	<p>The Funding Source is</p> <p>The Government of the Philippines (GOP) through the authorized appropriations under the CY 2021 General Appropriations Act in the amount of Twenty-Two Million Three Thousand Four Hundred Ninety-Seven Pesos and Fifteen Centavos (Php22,003,497.15).</p>
5	<p>Only Bids for Bidders found to be legally, technically, and financially capable will be evaluated as defined in ITB Clause 5.1.</p>
5.2	<p>Foreign bidders are not allowed.</p>
5.3	<p>The bidder must have completed, five (5) years prior to May 17, 2021, single contract that is similar to the project at hand and whose value must be at least fifty percent (50%) of the ABC to be bid.</p> <p>Bidders shall include in their Bid a photocopy of Single Largest Completed Contract, Notice of Award (NOA), Notice to Proceed (NTP), Technical Inspection and Acceptance Committee (TIAC) Report or Certificate of Final Acceptance Report or equivalent in the Private Sector.</p> <p>Failure to submit a copy of Single Largest Completed Contract with proof of Completion or a failure against the veracity of such shall be a ground for disqualification of the bidder for award and forfeiture of the bid security.</p> <p>For this purpose, similar contract shall refer to “Provision of Janitorial Services”</p>
5.4	<p>Joint Venture is not allowed.</p>
7.1 (a)	<p>Subcontracting is not allowed.</p>
8	<p>The BOC will hold a Pre-Bid Conference on May 4, 2021, 10:00 a.m. at the GSD Conference Room, Ground Floor, OCOM Building, South Harbor, Gate 3, Port Area, Manila, and/or through videoconferencing/webcasting via Microsoft Teams, which shall be open to prospective bidders.</p>
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>

	<ol style="list-style-type: none"> 1. The amount of not less than P440,069.94 or 2% of the ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; 2. The amount of not less than P1,100,174.85 or 5% of the ABC, if bid security is in Surety Bond.
15.4	<p>Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid with proper tabs.</p> <p>Such signed original bid documents shall then be photocopied and certified as true copy to produced additional 2 copies as required.</p> <p>“Failure to comply with the above instructions would rate the bids as failed”</p>
19.2	<p>Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p>
20.1	<p>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 the following documents:</p> <ol style="list-style-type: none"> 1. Latest Income Tax Return and business Tax Return with proof of payment (<i>filed and paid through BIR Electronic Filing and Payment System (eFS)</i>); 2. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment covering the last 6 months; and 3. Other appropriate licenses and permits required by law.
21.1	<p>No further instruction</p>

Section IV. General Conditions of Contract

TABLE OF CONTENTS

1.	SCOPE OF CONTRACT	17
2.	ADVANCE PAYMENT AND TERMS OF PAYMENT	17
3.	PERFORMANCE SECURITY	17
4.	INSPECTION AND TESTS.....	17
5.	WARRANTY	18
6.	LIABILITY OF THE SUPPLIER.....	18

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

- 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

GCC Clause	
1	<p>The BOC reserves the right to increase or decrease the number of janitors for any reason, and in such event, there shall be a corresponding downward or upward adjustment in the consideration in such sum as may be agreed upon by the parties provided that the resulting cost of said increase or decrease shall not exceed the ABC.</p> <p>The contractor shall strictly comply with Section VII. Technical Specifications, as well as other BOC rules and regulations.</p>
2.2	<p>Payment shall be made within ten (10) working days upon complete submission by the Contractor of the following documents:</p> <ul style="list-style-type: none"> (a) DTRs of all janitors duly signed by the Administration Office Director / Deputy District Collector / Administrative Officer or his duly authorized representative; (b) Submission of Monthly Performance Evaluation Report duly signed by Head of Office/Division/Unit or its duly Authorized Representative; (c) Proof of previous months' remittances to the SSS, Philhealth, and PAGIBIG, together with a transmittal sheet stamped received by the foregoing, as well as such other relevant documents that may be required by the BOC; and (d) Invoice of billing or statement of account for the period covered duly endorsed by the chief GSD and the chief of Administrative Division of the concerned port. (e) Salary/Wages of Janitors shall be paid thru Automated Teller Machine (ATM). <p>Thereafter, payment shall be made only upon certification by the Administration Officer / Director / Deputy District Collector / Administrative Officer that the services were rendered by the Contractor in accordance with the terms and conditions of the contract</p> <p>Payment shall be made only upon submission of the required Additional Documents.</p>
3	No further instructions.

4	<p>The Contractor shall maintain a satisfactory level of performance throughout the contract period based on the following set of performance criteria:</p> <ul style="list-style-type: none"> (a) quality of work delivered; (b) time management; (c) management and suitability of personnel; (d) contract administration and management; (e) provision of regular progress report; (f) attentiveness to details; and (g) compliance with BOC instructions and policies. <p>The Administrative Offices concerned shall conduct a quarterly review using the above-cited criteria to ensure compliance with the technical specifications, as well as with the other terms and conditions imposed by the BOC during contract period.</p>
5.1	<p>The period for correction of defects in the warranty period is fifteen (15) calendar days from the receipt of Contractor of the Notice of Defect.</p>
5.2	<p>No further instructions.</p>
6	<p>No additional provision.</p>

Section VI. Schedule of Requirements

The contractor must be able to complete and deliver the project within the period stated hereunder:

I. Deployment Schedule

BOC Offices	Janitor	Electrician	Plumber/ Gardener	Total	Small Offices Only shift: 8am-5pm Perimeter 1st shift: 6am-3pm 2nd shift: 7am-4pm 3rd shift: 9am-6pm Big Offices 1st shift: 7am-4pm 2nd shift: 10am-7pm NAIA 1st shift: 7am-4pm 2nd shift: 10am-7pm 3rd shift: 6pm-3am			
					7am-4pm	8am-5pm	10am-7pm	6pm-3am
OCOM	58	2	2	62	14	35	13	N/A
POM	29	1	1	31	16	10	5	N/A
MICP	28	2	2	32	9	15	8	N/A
NAIA	33	1	1	35	10	10	10	5
TOTAL	155	6	7	160	49	70	36	5

Note: The deployment schedule shall be for Monday to Saturday, excluding holidays, and may be changed during contract implementation.

II. Supplies and Equipment

Item No.	Description	Quantity				Delivered, Weeks/Months
		OCOM	POM	MICP	NAIA	
I.	Cleaning Equipment/Tools					
	- Heavy duty floor polisher, size 16"	7	3	3	3	One Time Delivery

	- Heavy Duty Vacuum Cleaner (wet & dry)	7	1	1	1	One Time Delivery
	- Mop squeezer with bucket	10	4	6	6	One Time Delivery
	- Trash Bins with cover	12	4	4	4	One Time Delivery
	- Heavy duty push cart (big)	6	4	3	3	One Time Delivery
	- Dust Mop	7	4	3	3	One Time Delivery
	- Ladder Size 12 ft.	5	2	2	2	One Time Delivery
	- Glass Squeegee	12	2	3	2	One Time Delivery
	- Pressure Washer	1	1	1	1	One Time Delivery
	- Garden Hose (60 meters)/set	2	2	2	2	One Time Delivery
	- Bolo	2	1	1	1	One Time Delivery
	- Janitorial Cart	5	3	3	2	One Time Delivery
	- Mop Set	30	30	20	30	One Time Delivery
II.	Cleaning Supplies and Materials/Unit					
	- Floor Finishing Wax/Gal	2	1	1	2	Monthly
	-Mop Head	20	12	10	10	Monthly
	- Dish Washing Liquid Soap/Gal (3.8 Litres)	60	40	40	40	Monthly
	- Liquid Hand Soap/Gal	50	30	30	30	Monthly
	- Air Freshener/pc	40	30	20	20	Monthly
	- Toilet Deodorizer/pc	50	50	50	50	Monthly
	- Bleach/pc	50	30	30	30	Monthly
	- Muriatic Acid (branded)/Gal	8	3	3	5	Monthly
	- Glass Cleaner/Gal	8	3	3	3	Monthly
	- Tissue Paper/Roll (2 ply)	750	500	500	300	Monthly
	- Stripping Pads/pc	10	3	6	6	Monthly
	- Polishing Pads 16"/pc	8	8	5	5	Monthly

- Soft Broom (Tambo)/pc	18	10	10	10	Monthly
- Broom (Walis Ting-Ting)/pc	15	10	10	10	Monthly
- Rubber Pump/pc	8	6	6	6	Monthly
- Dust Pan/pc	20	10	10	10	Monthly
- Ceiling Broom/pc	5	4	5	2	Monthly
- Pail with Dipper/set	10	10	10	10	Monthly
- Scouring Pad/pc	25	15	15	15	Monthly
- Metal Polish/pc	5	5	2	2	Monthly
- Rugs/pc (pranela)	60	30	20	20	Monthly
- Trash Bags 18.5x18.5x40 (Transparent)/pc	1000	1000	700	700	Monthly
Nomad Matting(123cmx176cm)	3	2	2	2	Monthly

I hereby commit to comply and deliver the above requirements.

Name of Company (in print)

Signature of Company Authorized Representative

Name & Designation (in print)

Date

Section VII. Technical Specifications

A. INSTRUCTION:

The bidder must state in the last column opposite each parameter and required specifications either “**Comply**” or “**Not Comply**”. All pages shall be properly signed. Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause above goods manufactured by us.

Item	Specification	Statement of Compliance
I.	PERFORMANCE CRITERIA	
A.	The Contractor shall maintain a satisfactory level of performance throughout the contract period based on the following set of performance criteria:	
	1. Quality of service delivered	
	2. Time management	
	3. Management and suitability of personnel	
	4. Contract administration and management	
	5. Provision of regular progress report	
	6. Attentiveness and presence of mind	
	7. Compliance with BOC instructions and policies	
	The foregoing criteria shall be used to assess the quarterly level of performance of the Contractor and its janitorial personnel as basis for continuity of the contract.	
II.	TECHNICAL EVALUATION PARAMETERS	
1.	Stability	
	a. Years of experience- At least 5 years in the janitorial business	
	b. Organizational set up- with good and efficient office set-up, personnel, office tools and equipment	
2.	Resources	
	a. Number and Kind of Equipment and Supplies- With the minimum number and kind of equipment and supplies as specified under Section VI. Schedule of Requirements	
	b. Number of Janitors- with at least 100 janitors	
	c. Number of Supervisors- At least 5 supervisors	
3.	Housekeeping Plan- Said plan must be tailored fit for the service requirements of the BOC. The	

	Contractor shall state/enumerate the specific methodology to be employed for the execution of the Housekeeping Plan. The Housekeeping Plan should accordingly be made part of the Contractor's submission.	
4.	Other Factors	
	<p>a. Recruitment and Selection Criteria- The Contractor shall ensure and submit a statement certifying that the janitors to be assigned in the BOC have undergone adequate and relevant training before deployment, and have satisfactorily passed the Contractor's relevant screening and selection tests to determine their fitness to perform said services.</p> <p>The Contractor shall also submit certificates of relevant trainings for the electricians and plumbers.</p> <p>Completeness of uniforms and other paraphernalia.</p>	
III.	HOUSE KEEPING PLAN	
1.	Daily Housekeeping Responsibilities- Including but not limited to the following areas: (i) common office area; (ii) conference rooms; (iii) hallways/corridors; (iv) stairways; (v) pantry; (vi) restrooms; (vii) storage rooms; and (viii) grounds	
	a. Report to each respective assigned area; sweep the floor and pick-up with the dustpan litters scattered around the BOC premises.	
	b. Scoop off any sticky substance or dirt on the floor with putty knife and clean with damp cloth or rag.	
	c. Mop the floor with damp mop head. Finish cleaning with clean and dry mop head.	
	d. Wipe with damp cloth or rag all tables, chairs, computers, steel and wooden cabinets, electric fans, telephone instruments, refrigerators, air conditioning grilles and casing, and other office equipment. Finish cleaning with a clean and dry cloth or rag.	
	e. Empty waste baskets/receptacles. Clean same with liquid detergent and rinse off with water and let dry. Return wastebaskets receptacles to their respective places.	
	f. Wipe with damp cloth all windowsills, window panes/glass, mirrors, roman shades, aluminum/stainless steel frame doors and stair railings.	
	g. Remove stain marks or dirt on walls, doors and building posts with chemical removers or with	

	cloth, soak in liquid detergent or cleanser. Finish cleaning with damp cloth or rag.	
	h. Wash with water the whole area of the comfort room, then sweep and drain. Drain or remove water inside toilet bowl before pouring cleanser. Sprinkle cleanser on walls and floor tiles, water closet tank, lavatory and sink, and toilet bowl. Scrub inside of toilet bowl with brush or sponge with handle, then flush. Scrub with brush or sponge the whole area of the comfort room. Rinse off with water and dry and clean mop/cloth. Clean mirrors with damp newspaper or cloth and finish cleaning with dry cloth. Spray comfort room with air freshener.	
	i. Sweep and clean driveways.	
	j. Cut/uproot unsightly grass growth.	
	k. Water potted/indoor ornamental plants inside the BOC offices.	
	l. Trim and remove dried leaves both inside and outside BOC.	
	m. Attend to the needs of any meetings as may be required by each office or bureau.	
	n. Report any unnecessary maintenance repairs immediately.	
	o. Stay in their respective post for messengerial/errand work.	
	p. Rotation of place of assignment every six (6) months.	
	q. Monthly performance evaluation report of janitors.	
2.	Weekly Maintenance- general cleaning of all areas every Saturday.	
	a. Scrub and strip off sticking dirt, gums and other similar substances, particularly those inner areas and corners. Wash clean with soap and water, then dry.	
	b. High clean/sweep cobwebs off the ceiling and wipe light fixtures/diffuser and upper walls.	
	c. Remove dirt and wash clean with soap and water all window grilles and panes, stairways, balcony and walls.	
	d. Thoroughly clean all comfort rooms particularly the toilet bowls, lavatories and men's urinals. Apply disinfectant and deodorize all areas.	
	e. Thoroughly clean office furniture and fixtures and other office equipment, taking extra care in moving the same to avoid damage.	
	f. Apply floor wax on floors and polish shine.	
	g. Spray insecticide or apply rodenticides inside BOC offices to eradicate rats, flies, mosquitoes, termites, white ants and other pests.	
	h. Cultivate soil and fertilize indoor and outdoor plants.	
	i. Clean catch basins and all planter boxes.	

	j. Clean/wash garbage cans.	
	k. Clean all parts of the refrigerator.	
	l. Clean microwave oven/oven toasters; etc.	
3.	Monthly maintenance every last Saturday of the month.	
	a. Wipe/clean venetian blinds.	
	b. Clean inside windows	
	c. Clean door jambs, balusters, and handrails.	
	d. Clean glass walls/partitions.	
	e. Vacuum and clean all upholstered furniture.	
	f. Wash walls.	
	g. Clean Gutters of every building	
4.	Miscellaneous services to be performed whenever required.	
	a. Provide logistical assistance during meetings and conferences.	
	b. Haul/move office furniture, fixtures, and equipment.	
	c. Messengerial and errand work.	
	d. Make available at all times relievers and/or replacements to ensure continuous and uninterrupted services in case of absence of the janitor regularly assigned to each office or bureau or area.	
	e. Exercise the necessary supervisory work.	
The Supplier shall certify that all equipment to be supplied to the Bureau are brand new.		

I hereby commit to comply and deliver the above requirements.

Name of Company (in print)

Signature of Company Authorized Representative

Name & Designation (in print)

Date

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); **and**
- (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

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

Financial Documents

- (k) The 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**
- (l) 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.

25 FINANCIAL COMPONENT ENVELOPE

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



Bid Form

Date: _____
Invitation to Bid² N^o: _____

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

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/deliver/perform]* *[description of the Goods]* 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 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 **BDS** provision for **ITB** Clause 14 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:³

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.

² If ADB, JICA and WB funded projects, use IFB.

³ Applicable only if the Funding Source is the ADB, JICA or WB.



We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 10 of 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, 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 _____



Financial Proposal Submission Sheet

Date: _____

The Chairperson

BOC Bids and Awards Committee
South Harbor, Port Area, Manila

Sir/Madam:

After having carefully read and accepted the terms and conditions in your Bidding Documents, hereunder is our bid for the Provision of Janitorial Services.

a. Total personnel monthly cost for one hundred sixty (160) janitorial attendants including the janitorial supervisor / electrician / plumber (Submit Detailed Computation, which shall include Salaries, Wages, Cost of Living Allowance, Service Incentive Leave, 13th Month Pay, All Statutory Employer’s Contribution, such as SSS, PhilHealth, Pag-ibig, with Sample Form Attached for Ready Reference)....P _____

Amount in words: _____

b. Total costs for the cleaning equipment/tools.....P _____

Amount in words: _____

c. Administrative Overhead Margin.....P _____

Amount in words: _____

d. Total Annual Contract Cost (Inclusive of VAT).....P _____

Amount in words: _____

e. Overtime rate per hour, pursuant to Presidential Decree 442 dated May 1, 1974, as amended and pursuant to Wage Order No. NCR-20 series of 2016.

Regular day/sP _____, Amount in words _____

Legal holiday/s.....P _____, Amount in words _____

Special holiday/s.....P _____, Amount in words _____

Very truly yours,

Name of Company

Name/Signature

Date



Sample Form of Detailed Computation

Direct Cost

Salaries and Wages

Daily Rate = 537 Php _____

Total Number of Regular Working Days _____
 Total Number of Regular Non-working Holidays _____
 Total Number of Regular Special-working Holidays _____
 Subtotal Number of Days _____

Benefits

13th month pay _____
 5 days incentive leave _____

Statutory Employer's Share

SSS Premium+ECC _____
 Philhealth _____
 Pag-ibig contribution _____

Subtotal _____

Administrative Overhead (10%) _____

Supplies and Equipment per Janitor _____

Cleaning Equipment _____
 Cleaning Materials _____

Cost per personnel _____
 VAT (12%) _____
 Total Cost per personnel _____
 Monthly Rate for 160 Janitors/Plumbers/Electricians _____
 Contract Duration (6 months) _____

TOTAL _____



***Statement of Single Largest Completed
Contract
which is similar in nature***

Business Name: _____

Business Address: _____

Name of Contract	Date of the Contract	Kinds of Goods	Amount of Contract	Date of Delivery	End User's Acceptance or Official Receipt(s) Issued for the Contract

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____



***List of all Ongoing Government & Private Contracts including
Contracts awarded but not yet started***

Business Name: _____

Business Address: _____

Name of Contract	Date of the Contract	Kinds of Goods	Value of Outstanding Contracts	Date of Delivery
<u>Government</u>				
<u>Private</u>				

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

Instructions:

- i. State all ongoing contracts including those awarded but not yet started within five (5) years (government and private contracts, which may be similar or not similar to the project being bid) prior to opening of bids.
- ii. If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- iii. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.



Contract Agreement Form

THIS AGREEMENT made the ____ day of _____ 21____ between [*name of PROCURING ENTITY*] of the Philippines (hereinafter called “the Entity”) of the one part and [*name of Supplier*] of [*city and country of Supplier*] (hereinafter called “the Supplier”) of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Supplier’s Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.* bidder’s response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity’s bid evaluation;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract;
 - (f) the Performance Security; and
 - (g) the Entity’s Notice of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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



BUREAU OF CUSTOMS

MAKABAGONG ADUANA, MATATAG NA EKONOMIYA



PROFESSIONALISM

INTEGRITY

ACCOUNTABILITY

Signed, sealed, delivered by _____ the _____ (for the Entity)

Signed, sealed, delivered by _____ the _____ (for the Supplier)

Omnibus Sworn Statement

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 ___, 21__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS 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 _____

Bid Securing Declaration Form

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

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 _____

