



Republic of the Philippines
Department of Budget and Management Regional office XI
Km.3 MacArthur Highway, Matina, Davao City

BIDDING DOCUMENTS

FOR THE

PROCUREMENT OF MANPOWER
SERVICES FOR DBM-ROXI FOR
CY 2024 AND 2025

PROJECT ID: PB 2023-11-01

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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 Agency, 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 Agency 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 – “Freight 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 Agency, or consultant.

UN – United Nations.

Section I. Invitation to Bid

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
REGIONAL OFFICE XI

INVITATION TO BID FOR THE *Procurement of Manpower Services for DBM ROXI for CY 2024 and 2025*

1. The **DEPARTMENT OF BUDGET AND MANAGEMENT REGIONAL OFFICE XI (DBM ROXI)**, through the **FY 2024 *National Expenditure Act and Multi Year Contracting Authority (MYCA) No. MYCA-BMB-C-23-0000122 dated October 18, 2023*** intends to apply the sum of **THREE MILLION EIGHT HUNDRED THIRTY-EIGHT THOUSAND FOUR HUNDRED TWENTY EIGHT PESOS (P 3,838,428.00)** (VAT inclusive) being the ABC to payments under the contract for **Procurement of Manpower Services for DBM-ROXI for CY 2024 and 2025**. 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 2024 National Expenditure Program shall be used as basis. Further, consistent with the requirement in the same Section 7.6, **no award of contract shall be made until the approval and effectivity of the FY 2024 General Appropriations Act**. 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 **DBM ROXI** now invites bids for the above Procurement of Manpower Services for DBM-ROXI for CY 2024 and 2025. Delivery of the Services is required in Section VI (Schedule of Requirements) of Bidding Documents. 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 **DBM ROXI Bids and Awards Committee (BAC) Secretariat** and inspect the Bidding Documents at the address given below during 9:00 am to 4:00 pm.
5. A complete set of Bidding Documents may be **purchased** by interested Bidders Monday to Friday from **November 9, 2023 until bid opening November 30, 2023** and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Three Thousand Pesos (P 3,000.00)** from the given address below.

It may also be downloaded **free of charge** from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The **DBM ROXI** will hold a Pre-Bid Conference on **November 16, 2023, 2:00 PM** at the DBM Multipurpose Hall which shall be open to prospective bidders.
7. Bids must be submitted **manually** at the office address duly received by the BAC Secretariat at address below on or **before 10:00 AM of November 30, 2023**.
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 **1:30 PM November 30, 2023 at the address below**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The Department of Budget and Management Region XI reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

MS. KATE DIANE O. VALDRES

DBM-ROXI BAC Secretariat

*Department of Budget and Management Region XI, Km. 3 MacArthur Highway,
Matina, Davao City*

dbm_ro11@dbm.gov.ph

(082)-297-3323,4321,5448

12. You may visit the following websites:

For downloading of Bidding Documents: *www.philgeps.gov.ph*

November 8, 2023

(SGD)ANTONIO M. FAUNILLAN, JR., PhD
BAC Chairman

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *DBM RO XI* wishes to receive Bids for the Procurement of Manpower Services for DBM ROXI for CY 2024 and 2025, with identification number ***PB-EPA 2023-11-01***.

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

2. Funding Information

2.1 The GOP through the source of funding as indicated below for **FY 2024 National Expenditure Program and MYCA No. MYCA-BMB-C-23-0000122 dated October 18, 2023 in the amount of THREE MILLION EIGHT HUNDRED THIRTY EIGHT THOUSAND FOUR HUNDRED TWENTY EIGHT PESOS (P 3,838,428.00)** (VAT inclusive). The period for the performance of the obligations under the Contract shall not go beyond the validity of the corresponding appropriations for the Project.

2.2 The source of funding is ***FY 2024 National Expenditure Program and Multi Year Contracting Authority No. MYCA-BMB-C-23-0000122 dated October 18, 2023.***

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:

- a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time through videoconferencing/webcasting as indicated in 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 **November 8, 2021 up to November 8, 2023** 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 **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**.
- 14.2. The Bid and bid security shall be valid until **March 29, 2024**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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.

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

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

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4. The Project shall be awarded as follows:

Option 1 – One Project having several items that shall be awarded as one contract.

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

20. Post-Qualification

- 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, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. <i>Similar contracts shall refer to services that includes janitorial and clerical messengerial services previously provided by the agency.</i> b. completed within November 8, 2021 to November 8, 2023
7.1	<i>Subcontracting is not allowed</i>
12	The price of the Goods shall be quoted DDP <i>Davao City</i> 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 P76,768.56 (2% of 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 P191,921.40 (5% of ABC) if bid security is in Surety Bond.
19.3	<p>One (1) lot, Procurement of Manpower Services for DBM ROXI for CY 2024 and 2025 with ABC of P3,838,428.00.</p> <p>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.</p>
20	<p>The bidder with the Lowest Calculated Bid shall submit ALL of the following post-qualification requirements:</p> <ul style="list-style-type: none"> 1. Photocopy of Single Largest Completed Contract or Purchase Order 2. The corresponding proof of completion, which could either be: <ul style="list-style-type: none"> 2. i. Certificate of Final Acceptance/Completion from the bidder's client; or ii. Official Receipt or Sales Invoice of the bidder covering the full amount of the contract 3. Latest Income and Business Tax Returns, filed and paid through the Electronic Filing and Payments System (EFPS), consisting of the following:

	<p>The bidder with the Lowest Calculated Bid shall submit ALL of the following post-qualification requirements: 2022 Income Tax Return with proof of payment; and VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment covering the months from April 2023 to October 2023.</p> <p>* Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award: Provided, that in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the Bid Security in accordance with Section 69 of the 2016 Revised IRR of RA No. 9184.</p> <p>*** In case the valid Mayor’s Permit is not available during bid submission, it shall be submitted after award of contract but before payment in accordance with item 6.2 of GPPB Resolution No. 09-2020.</p> <p>**** In case the notice for the submission of post-qualification documents is sent via the bidder’s email, it shall be considered as received by the bidder on the date and time the email was sent, whether or not the bidder acknowledged the said email. It shall be the bidder’s responsibility to check its/his/her email for the purpose.</p>
20.1	<p>The following post qualification documents must be submitted 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:</p> <p>1. Latest Income and Business Tax Returns filed and paid through the BIR Electronic Filing and Payment System (eFPS):</p> <ul style="list-style-type: none"> - 2023 Quarterly Income Tax Return (3rd Quarter of 2023) - 2023 Quarterly Value Added Tax Return (3rd Quarter of 2023) - 2023 Monthly Value Added Tax Declaration (October 2023)

Section IV. General Conditions of Contract

1. **Scope of Contract**

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

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

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

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

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

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

3. **Performance Security**

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

4. **Inspection and Tests**

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

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

5. Warranty

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	<i>N/A</i>
2.2	Monthly
4	The inspections and tests that will be conducted are: <i>Compliance with Contract</i>

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Delivered, Weeks/Months
1	Provision of Manpower Services as detailed in the Technical Specifications	7 pax	Within three (3) calendar days from receipt of the Notice to Proceed

* The DBM may upon due notice to the service agency increase or decrease the number of janitors or personnel as may be necessary and reserves the right to increase, reduce, or limit the scope of services or delivery period of the Service Agency.

** The period for the performance of the obligations under the Contract shall not be beyond the validity of the corresponding appropriations for the 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

Item	Specification	Statement of Compliance
		<i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i>
1.	Provision of Manpower Services (See Annex A)	
2.	Service Standards and Conditions (See Annex A)	
3	General Conditions (See Annex A)	
4	Payment Terms (See Annex A)	
5	Performance Review and Assessment (See Annex A)	
6	Bidders shall attach cost breakdown/computation per Position	

I hereby certify to comply with all the above Technical Specifications.

Name of Company/Bidder Signature Over Printed Name of Representative Date

Detailed Technical Specifications

1.0 Provision of Manpower Personnel

1	Two (2) year provision of two (2) Manpower Services at DBM - Regional Office XI, rendering janitorial services eight (8) hours duty daily, Monday to Saturdays with a Basic Salary of P13,000.00 for Administrative Aide 1, Govt. Salary Grade 1 Step 1 (SSL 5, 4 th Tranche)
2	Two (2) year provision of three (3) Manpower Services at DBM - Regional Office XI, rendering clerical services eight (8) hours duty daily, Monday to Friday with a Basic Salary of P15,586.00 for Administrative Aide 2, Govt. Salary Grade 4 Step 1 (SSL 5, 4 th Tranche)
3	One (1) year and nine (9) month provision of two (2) Additional Manpower Services at DBM - Regional Office XI, rendering janitorial services eight (8) hours duty daily, Monday to Saturday with a Basic Salary of P13,000.00 for Administrative Aide 1, Govt. Salary Grade 1 Step 1 (SSL 5, 4 th Tranche)

2.0 Service Standards and Conditions

Deployed janitorial personnel shall be professional, courteous and sensitive to the client's needs at all times. The expected service standards and conditions are as follows:

- a. Office Areas
 - i. All surfaces, fixtures and fittings should be free from dust, stains and debris
 - ii. All waste receptacles empty

NOTE: Papers, files and electronic equipment will not be removed or adjusted while cleaning (where applicable), unless prior permission has been obtained from the employee concerned.

- b. Washroom and Toilets Areas
 - i. All surfaces, fixtures and fittings should be free from dust, stains and debris
 - ii. All sanitary fittings should be free from grime, dirt and smear
- c. Each area shall be cleaned to the service specification as detailed but not limited in the table below:

COVERAGE	DESCRIPTION OF TASK	FREQUENCY*
OFFICES/ RECEPTION AREAS/ HALL AND STAIRWAYS	Empty waste bins and wash out, if required	Daily
	Water indoor plants	Daily
	Bring out indoor plants	Once a week
	Machine scrub and buff hard floors	Once a week
	Wipe/clean window shades; clean inside windows; clean door jams/balusters/ handrails; clean glass walls/ partitions	Once a week
	Machine scrub and buff hard floors	Once a week
	Remove cobweb (ceiling, lighting fixtures, etc.)	Once a month
	Wash walls with dirt and stain mark	Once a month
	Wet cleaning/ dusting/ vacuuming upholstered furniture/office chairs	Once a month
	Dust Mop/Spot Mop/Buff the floors;	As necessary**
	OFFICE SPACES	Damp wipe office tables and chairs
Damp wipe office equipment i.e. computer screens, keyboards, calculator; telephone, desk lamp, filing cabinets, etc.		Daily
Remove cobweb (ceiling, lighting fixtures, etc.)		Once a month
Wash walls with dirt and stain mark		Once a month
Wet cleaning/ dusting/ vacuuming upholstered furniture/office chairs		Once a month
Dust mop/spot mop/buff floors		As necessary**
MULTIPURPOSE HALL/ CONFERENCE ROOMS/ LIBRARY/	Empty paper/waste bins, wash out if required	Daily
	Damp dust tabletops, re-arrange chairs	Daily
	Machine scrub and buff hard floors	Thrice a week
	Wipe/clean window shades, inside windows, door jams, glass walls / partitions	Once a week
	Remove cobwebs on ceiling, lighting fixtures, etc.	Once a month
	Wash walls, windowsills, surrounds and other vertical ledges with dirt and stain marks	Once a month
	Wet clean, dust and vacuum upholstered furniture	Once a month
	Dust mop/spot mop/buff floors	As necessary**
WASHROOMS AND TOILETS	Mop clean, disinfect and dry floor	As necessary**
	Wash, clean and disinfect urinals and toilet bowls	As necessary**
	Empty and wash waste bins	As necessary**
PANTRY	Damp wipe and polish with dry cloth the refrigerator, oven, etc.	Thrice a week
	Disinfect floors, pantry sink and pantry cabinets	Once a week
	Dust mop/spot mop the floors, pantry sink, and pantry cabinets	As necessary**
MULTIPURPOSE BUILDING/ GYM	Clean bleachers and shower room	Daily
	Clean and remove dusts from equipment, handrails and stairways	Daily

RECORDS AREA/ STOCKROOMS	Clean the floor and remove dusts from equipment and files	Once a week
DBM GROUNDS	Clear rubbish from path walks, driveways, parking areas, park, etc.	Daily
	Water outdoor plants	Twice Daily
	Trimming of plants	Twice a month or as necessary

* Frequency - may be changed during the contract implementation, upon the instruction of the head of the Administrative Service.

** As necessary - means to be checked at least once a day and cleaned if necessary.

4.0 General Conditions

- a. The manpower agency must have a Branch/Satellite Office in the Region which must be accessible at reasonable hours and places.
- b. Winning bidder should submit promptly the statement of account not later than 25th day of each month
- c. The DBM has the right to effect changes in the assignment/deployment of the janitors and manpower personnel at any time during the contract period. Likewise, the DBM may increase or decrease the number of janitors as may be necessary and reserves the right to increase, reduce, or limit the scope of services of the Service Agency. In such an event, any corresponding adjustment in the cost shall not exceed the contract price.
- d. The Service Agency shall not reshuffle personnel without the prior clearance/approval of the Management which hereby reserves the right to reject any proposal to reassign personnel if such reassignment is found to pose an imminent danger or prejudice to the service. It is however understood that on matters of disciplinary action toward the personnel of the Service Agency, the Management shall cooperate with the Service Agency or vice versa by means of mutual consultation.
- e. The Service Agency shall make available relievers and/or replacements at all times to ensure continuous and uninterrupted services.
- f. The Service Agency agrees that the DBM, through the Financial and Administrative Division, reserves the right to screen and accept or deny the deployment of any personnel recommended by the Service Agency.
- g. The Service Agency shall pay its personnel not less than the minimum wage and other benefits mandated by the laws, rules, and regulations. The Service Agency shall provide the Janitorial personnel their monthly pay slip containing the necessary information. The Service Agency shall comply with the laws

governing labor standards and employee's compensation. A certificate for the purpose shall be required from the Service Agency.

- h. The Service Agency shall have no previous record on delinquency on payment of Social Security System (SSS), Philippine Health Insurance Corporation (PhilHealth), Home Development Mutual Fund or *Pagtutulungan sa Kinabukasan: Ikaw, Bangko, Industriya at Gobyerno* (Pag-IBIG) and Employees Compensation Commission (ECC) premiums and shall secure and submit clearance certificates from the foregoing agencies three (3) calendar days from the receipt of the Notice to Proceed.
- i. The Service Agency shall provide the personnel with appropriate uniforms, protective gear, if necessary, and ensure that they shall observe proper personal hygiene and appear neat and clean at all times.
- j. The Service Agency shall ensure that safety shall be the first priority in the performance of its functions, and avoid the creation of safety hazards both in the condition of the work performed and while doing the work.
- k. The Service Agency shall ensure the confidentiality of information.

5.0 Payment Terms

- a. The Service Agency in the performance of its services shall secure, maintain at its own expense all registration, licenses or permits required by law, and shall comply with all pertinent rules and regulations. The Service Agency's personnel shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standards and established safety regulations, rules and practices.

6.0 Performance Review and Assessment

- a. The Service Agency shall undergo a periodic 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 DBM during the contract period.
- b. Further, a mid-term assessment or evaluation of the performance of the Service Agency. Based on its assessment, the DBM may terminate the contract for failure of the Service Agency to perform its obligations thereon.

***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) **in accordance with Section 8.5.2 of the IRR;**

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) 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**
- (d) 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**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) 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

- (g) 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

- (h) 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

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

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

- (k) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

III. OTHERS

- (m) For the list of required forms, please refer to GPPB Circular No. 04-2020 dated September 16, 2020.

SAMPLE FORMS

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

BID FORM

Date : _____
Project Identification No. : _____

To: The Chairperson
Bids and Awards Committee
Department of Budget and Management Regional Office XI
Km. 3, Mc Arthur Highway, Matina, Davao City

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 **Procurement of Manpower Services for DBM-ROXI for CY 2024 and 2025** 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 details provided herein and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to those which are itemized herein.

	Utility Worker	Admin Staff, Admin Aide 2	Utility Worker ¹ (Additional)
	SG 1 Step 1 (SSL 5, 4th Tranche)	SG 4 Step 1 (SSL 5, 4th Tranche)	SG 1 Step 1 (SSL 5, 4th Tranche)
Working Days	313	261	234
Daily Rate	500.00	708.45	500.00
1. Amount to Manpower			
Monthly Rate/Mo. Salary	13,000.00	15,586.00	13,000.00
Add: Other Benefits Due to Employee			
13th Month Pay (Basic / 12)	1,083.33	1,298.83	1,083.33
5 Days Incentive (Daily Rate x 5 / 12)	208.33	295.19	208.33
[A] Benefits Due to Employee	14,291.67	17,180.02	14,291.67
2. Amount to Gov't in Favor of the Manpower			
SSS Premium	1,235.00	1,472.50	1,235.00
Employee Compensation Contribution	10.00	10.00	10.00
PHIC Premium (PHIC Circular No. 2020-005)	325.00	389.65	325.00
HDMF	100.00	100.00	100.00
[B] Amount to Gov't in favor of the Manpower	1,670.00	1,972.15	1,670.00
3. Other Social Security Fund for Manpower			
Separation Pay (DW x 15/12)(DOLE 174 Sec. 10 letter b) Article 298 and 299 of the Labor Code	625.00	885.57	625.00
Retirement Benefit (RA 7641) (DW x 22.5 / 12)	937.50	1,328.35	937.50
[C] Amount to the Social Security Fund (Total 1+2+3)	1,562.50	2,213.92	1,562.50
4. Monthly Total [1] +[2] + [3]	17,524.17	21,366.09	17,524.17
5. Standard Administrative Fee (4) x ___% Total Monthly Rate (___ Admin Cost)			
6. Applicable Taxes (4+5) x 12% Vat			
Total Bid Price of Manpower			
Multiply No. of Employees	2.00	3.00	2.00
Multiply No. of Mos.	12.00	12.00	12.00
Annual Total / Total Bid Price for 1 year	-	-	-
Multiply No. of years	2.00	2.00	1.75
Total Bid Price for 2 years	-	-	-
Grand Total Bid Price for 2 yrs after VAT			-

Amount in words:

¹ Additional Utility Worker will start only in the 2nd Quarter of FY 2024, 9 months service.

* Section 11-d of Rules Implementing No. Wage Order No. XI -21

313 working days for those who do not work and not considered paid on Sundays or Rest Days

261 working days for those who do not work and not considered paid on Saturdays and Sundays or Rest Days

Note : Salaries/wages, other benefits, and administrative and operating overhead shall be in accordance with the laws, rules and regulations.

Note: For SSS remittance, the 2023 SSS Contribution was used as basis.

Note: The total price must be supported by price breakdown of all components for the project.

Note: Salaries/wages, other benefits, and administrative and operating overhead shall be in accordance with the prevailing laws, rules and regulations.

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.

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: _____

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

Business Name: _____

Business Address: _____

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

Note: This statement shall be supported by:

1. State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of November 8, 2023.

2. If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.

Submitted by : .
(Signature over Printed Name)

Designation : .

Date : .

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT

Business Name: _____

Business Address: _____

Name of Client/Contact Person/Contact Number/ Email Address	Date of Contract	Kinds of Goods	Amount of Contract	Date of Acceptance*	End user's Acceptance or Official Receipt(s) Issued for the Contract

Submitted by : _____
(Printed Name & Signature of Authorized Representative)

Designation : _____

Date : _____

Instructions:

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, and whose value, adjusted to current prices using the PSA's CPI, must be at least equivalent to the following:

- i. A single contract that is similar to the project and whose value must be at least fifty percent (50%) of the ABC to be bid;

**Date of Acceptance shall mean the date when the items delivered have satisfactorily met the requirements of the procuring entity, as evidenced by either a Certificate of Final Acceptance/Completion from the bidder's client, or an Official Receipt or a Sales Invoice (to be submitted during post qualification).*

Contract Agreement Form for the Procurement of Goods (Revised)

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

CONTRACT No. 2023- PROCUREMENT OF MANPOWER SERVICES FOR DBM-ROXI FOR CY 2024 AND 2025

This CONTRACT made and entered into by and between the following:

DEPARTMENT OF BUDGET AND MANAGEMENT, a government agency created by virtue of the laws of the Republic of the Philippines, with principal office address at General Solano St., San Miguel, Manila, represented herein by its **SECRETARY**, _____, hereinafter called the “**DBM**”;

- and -

_____, a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at _____, represented by its **AUTHORIZED REPRESENTATIVE**, _____, hereinafter referred to as the “**SUPPLIER**”;

Collectively, the “**PARTIES**”;

WITNESSETH:

WHEREAS, the DBM conducted a public bidding for the Project, “Name of Project,” and the bid of the Supplier was declared as the Lowest/Single Calculated and Responsive Bid in the amount of _____ (P _____), hereinafter called the “Contract Price”;

WHEREAS, pursuant to Sections 37 and 39 of the 2016 Revised Implementing Rules and Regulations of Republic Act (RA) No. 9184, the Notice of Award was issued to the Supplier last _____, and the Supplier posted its performance security in the form of a _____ on _____, in the amount of _____ (P _____);

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby mutually stipulate and agree as follows:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the General and Special Conditions of Contract referred to in Annex D and E, respectively.
2. The following documents shall form and be read and construed as part of this Contract:

Annex	A	-	Bid Form
	B	-	Schedule of Requirements
	C	-	Technical Specifications
	D	-	General Conditions of Contract
	E	-	Special Conditions of Contract
	F	-	Notice of Award
	G	-	Performance Security
3. In consideration of the payments to be made by the DBM to the Supplier, the Supplier hereby covenants with the DBM to provide the Goods and Services, which is the NAME OF THE PROJECT, and to remedy defects therein in conformity with the provisions of the Contract.

4. The DBM hereby covenants to pay the Supplier, in consideration of the provision of the Goods and Services, which is the NAME OF THE PROJECT, 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.
5. The period for the performance of the obligations under this Contract shall not go beyond the validity of the corresponding appropriations for this Project.
6. Entire Agreement. All parties agree that this Contract, including the attached Annexes, contains their full agreement and supersedes all previous agreements, either written or oral, if there are any. No agreements, understandings, commitments, discussions, warranty, representations or other covenants, whether oral or written, between the parties are included in this Contract, including the attached Annexes, except as set forth herein.
7. In compliance with Section 4.3 of Appendix 33 of the 2016 Revised IRR of RA No. 9184 and consistent with Administrative Order No. 34, s. 2020, the DBM shall publish in its official website and social media platform the following post-award information:
 - (a) Project name;
 - (b) Approved budget for the contract;
 - (c) Contract period;
 - (d) Name of the winning bidder and its official business address;
 - (e) Amount of contract awarded;
 - (f) Date of award and acceptance; and
 - (g) Implementing office/unit/division/bureau of the concerned agency or instrumentality.

IN WITNESS WHEREOF, the parties hereto have signed this Contract on this _____ day of _____, 2023 at General Solano St., San Miguel, Manila, Philippines.

**DEPARTMENT OF
BUDGET AND
MANAGEMENT**

by:

by:

Secretary

Authorized and Designated Representative

SIGNED IN THE PRESENCE OF

A C K N O W L E D G M E N T

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

BEFORE ME, a Notary Public for and in the City of _____, Philippines on this _____ day of _____, 2023 personally appeared the following:

NAME	VALID ID	VALID UNTIL
------	----------	-------------

(Name of Bidder's Authorized Representative)

known to me to be the same persons who executed the foregoing Contract and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they respectively represent.

This CONTRACT for the NAME OF THE PROJECT was signed by the parties, and their material witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this ____ day of _____, 2023.

Doc. No _____;
Page No _____;
Book No _____;
Series of 2023.

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, Procurement Agent if engaged, 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, Procurement Agent if engaged, 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, Procurement Agent if engaged, 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 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.: PB-EPA 2023-11-01

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]

