



PB 2021-01

PUBLIC BIDDING OF ONE (1) YEAR JANITORIAL AND OTHER MAINTENANCE SERVICE REQUIREMENT (INCLUDING JANITORIAL SUPPLIES AND MATERIALS) OF THE OFFICE OF THE OMBUDSMAN

**Sixth Edition
July 2020**

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB –Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



Republic of the Philippines
OFFICE OF THE OMBUDSMAN
 Agham Road, Diliman, Quezon City 1105

**INVITATION TO BID FOR
 PUBLIC BIDDING OF ONE (1) YEAR JANITORIAL AND OTHER MAINTENANCE
 SERVICE REQUIREMENT (INCLUDING JANITORIAL SUPPLIES AND
 MATERIALS) OF THE OFFICE OF THE OMBUDSMAN**

1. The Office of the Ombudsman, through the General Appropriations Act for CY 2021 intends to apply the sum of **Thirty Million Two Hundred Sixty-One Thousand Four Hundred Forty-Eight Pesos and Seventy-Six Centavos (P30,261,448.76)** being the Approved Budget for the Contract (ABC) to payments under the contract for the **Public Bidding of One (1) Year Janitorial and Other Maintenance Service Requirement (including Janitorial Supplies and Materials) for the Office of the Ombudsman** with Project Identification No. **PB 2021-01**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Office of the Ombudsman now invites bids for the above Procurement Project. Delivery of Services is required for a period of **one (1) year and shall commence within thirty (30) days upon receipt of the Notice to Proceed**. Also, such delivery of services shall be made in accordance with the terms specified in the Schedule of Requirements. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the proposed project for bidding. 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 (RIRR) of Republic Act (RA) No. 9184, otherwise known as the "Government Procurement Reform Act."
4. 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. Interested bidders should be enrolled in the Electronic Filing and Payment System (eFPS) program of the Bureau of Internal Revenue (BIR), pursuant to Executive Order No. 398, RR 3-2005, and must be registered under the Philippine Government Electronic Procurement System (PhilGEPS).
5. Prospective Bidders may obtain further information from the Office of the Ombudsman – Bids and Awards (BAC) Secretariat–Main via email at ombbacsecmain@gmail.com and inspect the Bidding Documents posted at the Ombudsman and the PhilGEPS websites.
6. A complete set of Bidding Documents may be acquired/downloaded, free of charge, by the interested Bidders starting **July 20, 2021 to August 9, 2021** from given websites above and **upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of P25,000.00**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees through electronic means not later than the submission of their bids.
7. The Office of the Ombudsman will hold a Pre-Bid Conference on **July 28, 2021 (Monday) at 1:30 p.m.** through **video conferencing via Microsoft Teams** application, which shall

be open to prospective bidders. Prospective bidders should signify their intention to participate by sending an email to BAC Secretariat-Main through the email address given below. The Meeting Link to the video conference will be sent to the participants at least one (1) day before the event through email.

8. Bids must be duly received by the BAC Secretariat-Main through manual/physical submission at the designated receiving area with authorized receiving personnel of Central Records Division of the Office of the Ombudsman **on or before August 9, 2021 (Monday) at 2:00 p.m.** Late bids shall not be accepted. Unsealed or unmarked bid envelopes shall be rejected (Reference: Sec. 25.9, 2016 RIRR of RA 9184).
9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
10. Bid opening shall be on **August 11, 2021 (Monday) at 1:30 p.m.** through video conferencing using Microsoft Teams application (face-to-face for the BAC Secretariat Main). The Meeting Link to the video conference will be sent to the participants at least one (1) day before the event through email. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
11. *If you wish to join the pre-bid conference and the bid opening through video conferencing using Microsoft Teams, please coordinate with the BAC Secretariat-Main through the email address: ombbacsecmain@gmail.com.*
12. The Office of the Ombudsman reserves the right to accept or reject any and all bids, to annul the bidding process, and to 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 RIRR of RA No. 9184, without thereby incurring any liability to the affected bidder/s.
13. Please refer to the table below for the cost of the bidding documents and summary of bidding activities:

COST OF BIDDING DOCUMENTS (Non-refundable)	₱25,000.00
INSPECTION/SELLING PERIOD OF BIDDING DOCUMENTS	July 20, 2021 to August 9, 2021 - Bidding documents may be downloaded from the PhilGEPS website or Ombudsman website. - For payment of bidding fees, prospective bidders may inquire from the Ombudsman BAC Secretariat-Main for payment details. Proof of payment such as deposit slips and transaction receipts may be submitted via email for the issuance official receipt.
PRE-BID CONFERENCE	July 28, 2021 (Monday) at 1:30 p.m. - Video Conferencing via Microsoft Teams application - Prospective bidders should signify their intention to participate by sending an email to the BAC Secretariat-Main and Meeting Link will be provided at least one (1) day before the event.
DEADLINE OF SUBMISSION OF BIDS (Note: Late bids shall not be accepted. Unsealed or unmarked bid envelopes shall be rejected) (Reference: Sec. 25.9, 2016 RIRR of RA 9184)	August 9, 2021 (Monday) at 2:00 p.m - Manual / physical submission of bidding documents at the designated receiving area with authorized receiving personnel of Central Records Division of the Office of the Ombudsman, Ombudsman Main Building, Agham Road, Quezon City. Also, 1-day disinfection of documents before Opening of Bids will be implemented.

OPENING OF BIDS	August 11, 2021, 1:30 p.m. - Video Conferencing via Microsoft Teams application - Prospective bidders should signify their intention to participate by sending an email to the BAC Secretariat- Main and Meeting Link will be provided at least one (1) day before the event.
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14. For further information, please refer to:

BIDS AND AWARDS COMMITTEE SECRETARIAT – MAIN

Ground Floor, Ombudsman Main Building,
Agham Road, Diliman Quezon City 1105
Telephone No. (02) 8479-73-00 local 2206

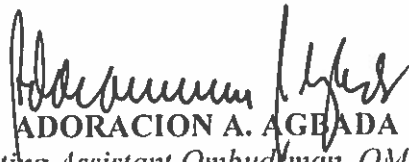
Email Addresses: ombbacsecmain@gmail.com/ bac@ombudsman.gov.ph
www.ombudsman.gov.ph (see Bid Announcements)

Note: Due to the alternative work arrangement being adopted by the Office of the Ombudsman, please communicate through the email addresses or telephone number provided.

15. You may visit the following websites for downloading of Bidding Documents:

- **Office of the Ombudsman Official Website:** www.ombudsman.gov.ph (see links under *Bid Announcements*> under *Invitation to Bid*)
- **Log in at PhilGEPS Website:** <https://notices.philgeps.gov.ph/>

July 19, 2021, Quezon City, Philippines.


ADORACION A. AGBADA
Acting Assistant Ombudsman, OMB-Luzon
Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Office of the Ombudsman wishes to receive Bids for the Public Bidding of One (1) Year Janitorial and Other Maintenance Service Requirement (including Janitorial Supplies and Materials) of the Office of the Ombudsman, with Project Identification Number: PB 2021-01.

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS Website.]

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for FY 2021 in the amount of **THIRTY MILLION TWO HUNDRED SIXTY-ONE THOUSAND FOUR HUNDRED FORTY-EIGHT PESOS AND SEVENTY-SIX CENTAVOS (P30,261,448.76)**. The period for the performance of the obligations under the Contract shall not go beyond the validity of the appropriation for the Project.

2.2. The funding for this project is sourced from the 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 RIRR, 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 RIRR 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 RIRR of RA No.9184, the Bidder's SLCC shall have within the last five (5) years from the date of submission and receipt of bids, completed a single contract that is similar to this Project, with an amount of 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 RIRR 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. In this project, the Procuring Entity has prescribed that **Subcontracting is not allowed.**

8. Pre-Bid Conference

The Procuring Entity will hold a Pre-bid conference for this Project on the specified date and time through **video conferencing via Microsoft Teams** application as indicated in **paragraph 7 of the IB.**

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents).**
- 10.2. The Bidder's SLCC as indicated in **ITB Clause 5.3** should have completed, within the last five (5) years from the date of submission and receipt of bids, a single contract that is similar to this Project, with an amount of at least fifty percent (50%) of the proposed project for bidding 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.

12. Bid Prices

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

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration 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 one hundred twenty (120) days from the date of the opening of bids**. 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.

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

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

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time at its physical address as indicated in **paragraph 8 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 10 of the IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat-Main.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case

maybe. In this case, the Bid Security as required by ITB Clause 14 shall be submitted for each lot or item separately.

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as 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. Similar Contract: Projects related to Janitorial Services. b. completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	The Procuring Entity has prescribed that subcontracting is not allowed.
12	The price of the Goods shall be quoted delivered duty paid (DDP) to the Office of the Ombudsman, Agham Road, Diliman, Quezon City or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a <u>Bid Securing Declaration, or any of the following forms and amounts:</u></p> <ul style="list-style-type: none"> a. The amount of not less than ₱605,228.98 which is equivalent to two percent (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 ₱1,513,072.44 which is equivalent to five percent (5%) of ABC, if bid security is in Surety Bond.
15	<p>Each Bidder shall submit one (1) original and one (1) certified true copy of the first (technical) and second (financial) components of its bid.</p> <p>The First Envelope and Second Envelope should be properly marked and sealed as “ORIGINAL COPY – ELIGIBILITY AND TECHNICAL COMPONENT” and “ORIGINAL COPY – FINANCIAL COMPONENT”, respectively, to avoid confusion and BOTH envelopes shall be placed inside ONE BIG SEALED envelope.</p> <p>The bidder shall also submit Copy No. 1 of the First Envelope and Second Envelope and placed inside ONE BIG SEALED envelope with markings on the inner envelopes as “COPY NO. 1 - ELIGIBILITY AND TECHNICAL COMPONENT” and “COPY NO. 1 – FINANCIAL COMPONENT”.</p> <p>For authentication purposes, <u>ALL PAGES</u> of the bidding documents for submission must be certified by the authorized signatory of the participating Bidder/Company. The Bidders/Companies are also reminded to put proper arrangements on each bidding documents.</p> <p>The bidder should use the prescribed <u>Sample Forms under Section VIII</u>.</p>
19.3	The project will be awarded by LOT .

	<p>One (1) Lot: Public Bidding of One (1) Year Janitorial and Other Maintenance Service Requirement (including Janitorial Supplies and Materials) of the Office of the Ombudsman</p> <p>ABC = Thirty Million Two Hundred Sixty-One Thousand Four Hundred Forty-Eight Pesos and Seventy-Six Centavos (P30,261,448.76)</p> <p>Any bid with a financial component exceeding this amount shall not be accepted.</p>
20.1	<p><i>List of licenses and permits relevant to the Project and the corresponding law requiring it:</i></p> <p>A. Lists of licenses and permits relevant to the Project:</p> <ul style="list-style-type: none"> a. SEC/DTI Registration; b. Valid & Current Mayor's Permit/ Municipal Licenses–Year 2021; c. Valid Tax Clearance per Executive Order 398, Series of 2005; d. Certificate of VAT Registration; e. Certificate of PhilGEPS Registration; f. Any proof of enrollment in the Electronic Filing and Payments System (EFPS) program of the Bureau of Internal Revenue, pursuant to Executive Order No. 398, RR3-2005; g. Latest income and business tax returns; h. General Information Sheet for CY2020 or 2021 (for corporation only); i. Company Profile and List of Clients (on-going or completed contracts related to janitorial services in the last 5 years); <p><i>Additional Post-Qualification Documents:</i></p> <ul style="list-style-type: none"> j. Proof of latest remittance to SS, Philhealth and Pag-IBIG; k. Certification of no adverse decision rendered by DOLE and NLRC in the last 5 years; l. Certified true copy of tax remittances from BIR-Alpha listing as of December 2020; and m. All supplies and materials to be delivered must be approved/certified by concerned government agencies
21.1	No additional requirements.

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex "D" of the Revised 2016 IRR of RA No. 9184.

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered [Quezon City, (Office of the Ombudsman, Agham Road, Diliman, Quezon City)]. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered to Quezon City (Office of the Ombudsman, Agham Road, Diliman, Quezon City). Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>The term of delivery of service under this Contract shall be as follows:</p> <p>Delivery of Services are required for the period of <u>one (1) year and shall commence within seven (7) days after receipt of Notice to Proceed.</u></p> <p>Delivery of Services shall be made by the Supplier in accordance with the terms specified in Section VI, Schedule of Requirements.</p> <p>For the purposes of this Clause, the Procuring Entity’s Representative at the Project Site is General Services Division.</p> <p>Incidental Services –</p> <p>The Supplier/Service Provider is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; and d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract.

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Intellectual Property Rights –

The Supplier/Service Provider shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

Terms and Condition of the Contract:

The services to be provided by the **SUPPLIER/SERVICE PROVIDER** to the **PROCURING ENTITY** SHALL consist of the following:

1. **Provision of the following Janitorial, Maintenance and other required services:**

Procurement of supplies and material shall be bundled with the procurement of janitorial, maintenance and other services.

The **SUPPLIER/SERVICE PROVIDER** shall provide the **PROCURING ENTITY** with a complement of **one hundred twenty-nine (129) personnel** who are healthy, professionally trained and carefully selected, and processing adequate police and NBI Clearances, Medical and Health Certificates and applicable TESDA Certificates for skilled personnel comprising of the following summary and detailed computation of the labor costs by type of worker:

Required Service Personnel	No. of Manpower Needed	Proposed Daily Rate	Monthly Cost per Personnel	Contract Duration	Amount per Year
1. Janitor	74	537	21,822.39	12 months	19,378,282.32
2. Gardener	3	537	21,822.39	12 months	785,606.04
3. Environmental Personnel	3	537	21,822.39	12 months	785,606.04
4.a Electrician (1 st Shift)	1	653	46,278.18	12 months	555,338.16
4.b Electrician (2 nd Shift)	1	653	26,583.60	12 months	319,003.20
4.c Electrician (3 rd Shift)	1	653	33,367.42	12 months	400,409.04
5. Plumber	2	653	26,583.60	12 months	638,006.40
6. Aircon Technician	6	653	26,583.60	12 months	1,914,019.20

7. Mechanic/Genset and/or STP Operator	2	653	26,583.60	12 months	638,006.40
8. Carpenter	5	653	26,583.60	12 months	1,595,016.00
9. Welder	1	653	26,583.60	12 months	319,003.20
10. Painter	4	653	26,583.60	12 months	1,276,012.80
11. Electronics Operator/Technician	2	653	26,583.60	12 months	638,006.40
12. Maintenance Personnel (OMB-Luzon, Rosales, Pangasinan)	2	653	26,583.60	12 months	638,006.40
13. Supervisor	1	677	27,538.81	12 months	330,465.72
14. Assistant Supervisor	1	653	26,583.60	12 months	319,003.20
15. Drivers (with LTO Restrictions 1,2,3)	18	725	24,666.29	12 months	5,327,918.64
16. Auto Mechanic	2	653	26,583.60	12 months	638,006.40
TOTAL	129				36,495,715.56

2. **SCOPE OF WORK:** The Service Provider shall comply with the scope and frequency of work by type of activity listed in *Section VII. Technical Specifications*.
3. The Service Provider shall supply all the tools and equipment and janitorial supplies and materials listed in *Section VII. Technical Specifications*.

Other Terms and Contract Conditions:

4. The Service Provider shall comply with GPPB PM No. 03-2012 (invalidity of Section 9(b)(ii) of DOLE No. 18-A) and GPPB NPM 141-2014 (Clarification on the applicability of Section 9(b)(ii) of DOLE No. 18-A);
5. No deduction from the salary shall be effected for insurance premiums, bond for breakage, payment for the damages to tools and equipment due to ordinary wear and tear or unforeseen events (unless there is negligence), penalty for tardiness or absences (in addition to proportionate deductions therefor), or payment for any training whether in-house or TESDA Accredited;

6. Higher than minimum wage shall be given to supervisors and skilled personnel. The rate for maintenance personnel that will be assigned to OMB-Luzon, Rosales, Pangasinan shall have the same rate as the skilled workers at the OMB Main Office;
7. Salaries shall be paid twice a monthly directly to the personnel at the Office of the Ombudsman and not at the office of the Supplier/Service Provider or through automatic teller machine (ATM)-Direct Remittance;
8. Payslip which contains the amount of wages earned and the details of corresponding deductions shall be issued to the personnel at the time of payment of salaries;
9. The Service Provider shall comply with the existing labor laws and standards including wage orders and relevant regulations of Social Security System (SSS), Philippine Health Insurance Corporation (PHILHEALTH), Home Development Mutual Fund (Pag-IBIG), Employees Compensation Commission (ECC), etc.
10. The Service Provider shall provide adequate and responsible supervision over its personnel and shall assume full responsibility of their proper and efficient performance;
11. The Service Provider shall be solely and exclusively responsible for any act or omission of all its janitorial and maintenance personnel during their assigned duty;
12. The Service Provider shall assume full responsibility for any loss or damages due to theft, pilferage, robbery, sabotage and any form of trespass;
13. The Service Provider and its employees assigned to the Office of the Ombudsman shall not, during the existence of its services or anytime thereafter, disclose to any person or entity any information concerning the affairs of the Office of the Ombudsman which the agency may have acquired by reason of its services;
14. The Service Provide shall cooperate and strictly adhere to the Office of the Ombudsman's Covid-19 prevention protocol. In the event that any of its employees has to undergo self-quarantine or treatment due to COVID-19 or other infectious diseases, the Service Provided shall ensure the timely substitution of its employees/s for orderly performance of duties and work continuity;
15. The Service Provider must provide the OMB Security Group with a complete and up-to-date list and photographs of its contractual employees assigned to the premises;
16. The Service Provider shall conform with the operating policies and procedures of the Office of the Ombudsman;
17. All tools, equipment, and hardware supplies that will be provided by the Service Provider must be produced by reputable manufacturers as certified by DTI (Bureau of Product Standards). If exclusive distributor, it much be certified as such;
18. All liquid, powder, or bar cleaning supplies and materials or solvents that will be provided by the Service Provider must be biodegradable or will not affect bacteria culture in building septic vaults;
19. The Service Provider shall make available for inspection by Procuring Entity, the subject tools, equipment, supplies and materials during post-qualification; and
20. The Service Provider shall comply with all other terms and conditions incorporated in the contract particularly in the General and Special Conditions of the Contract.

Section VII. Technical Specifications

Technical Specifications

OMBUDSMAN BID FORM No. 1- TECHNICAL SPECIFICATION WITH BIDDER'S STATEMENT OF COMPLIANCE

HON. ADORACION A. AGBADA
 Chairperson, Bids and Awards Committee
 Office of the Ombudsman
 Agham Road, North Triangle
 Diliman, Quezon City

Madam:

Herewith is our TECHNICAL PROPOSAL for your office requirement:

(INSTRUCTION TO BIDDER: **Check** the “Comply” box if the bidder complies with the Ombudsman Specifications. A Technical Proposal containing unchecked “Comply” boxes would be automatically rated as “FAILED.”)

ONE (1) LOT- ONE (1) YEAR JANITORIAL AND OTHER MAINTENANCE SERVICE REQUIREMENT (INCLUDING JANITORIAL SUPPLIES AND MATERIALS) OF THE OFFICE OF THE OMBUDSMAN

Item	Specification	Bidder's Statement of Compliance																				
1	Provision of One Hundred Twenty-Nine (129) Janitorial, Maintenance and Other Personnel such as: <table style="margin-left: auto; margin-right: auto; border: none;"> <thead> <tr> <th style="text-align: left;">Required Service Personnel</th> <th style="text-align: right;">No. of Manpower Needed</th> </tr> </thead> <tbody> <tr><td>1. Janitor</td><td style="text-align: right;">74</td></tr> <tr><td>2. Gardener</td><td style="text-align: right;">3</td></tr> <tr><td>3. Environmental Personnel</td><td style="text-align: right;">3</td></tr> <tr><td>4.a Electrician (1st Shift)</td><td style="text-align: right;">1</td></tr> <tr><td>4.b Electrician (2nd Shift)</td><td style="text-align: right;">1</td></tr> <tr><td>4.c Electrician (3rd Shift)</td><td style="text-align: right;">1</td></tr> <tr><td>5. Plumber</td><td style="text-align: right;">2</td></tr> <tr><td>6. Aircon Technician</td><td style="text-align: right;">6</td></tr> <tr><td>7. Mechanic/Genset and/or STP Operator</td><td style="text-align: right;">2</td></tr> </tbody> </table>	Required Service Personnel	No. of Manpower Needed	1. Janitor	74	2. Gardener	3	3. Environmental Personnel	3	4.a Electrician (1 st Shift)	1	4.b Electrician (2 nd Shift)	1	4.c Electrician (3 rd Shift)	1	5. Plumber	2	6. Aircon Technician	6	7. Mechanic/Genset and/or STP Operator	2	<input type="checkbox"/> Comply
Required Service Personnel	No. of Manpower Needed																					
1. Janitor	74																					
2. Gardener	3																					
3. Environmental Personnel	3																					
4.a Electrician (1 st Shift)	1																					
4.b Electrician (2 nd Shift)	1																					
4.c Electrician (3 rd Shift)	1																					
5. Plumber	2																					
6. Aircon Technician	6																					
7. Mechanic/Genset and/or STP Operator	2																					

8. Carpenter	5
9. Welder	1
10. Painter	4
11. Electronics Operator/Technician	2
12. Maintenance Personnel (OMB-Luzon, Rosales, Pangasinan)	2
13. Supervisor	1
14. Assistant Supervisor	1
15. Drivers (with LTO Restrictions 1,2,3)	18
16. Auto Mechanic	2
TOTAL	129

Janitorial, Maintenance and Other Personnel except Electricians are required to report in the Office of the Ombudsman, Quezon City for eight (8) hours a day and six (6) days a week, Monday to Saturday.

Electricians are required to report in the Office of the Ombudsman, Quezon City for eight (8) hours a day and six (6) days a week, Monday to Saturday, and on the following shifts:

1st shift: 12 AM to 8AM

2nd shift: 8AM to 4PM

3rd shift: 4PM to 12AM

As for the two (2) Maintenance Personnel assigned in OMB-Luzon, Rosales, Pangasinan, the Maintenance Personnel are required to report eight (8) hours a day, six (6) days a week, Monday to Saturday.

2

Required Frequency of Work by Type of Activity

□ Comply

A JANITORIAL ACTIVITIES	
ACTIVITY	FREQUENCY
FLOORS	
1. Sweeping of vinyl floors;	for ordinary offices - twice a day (one in the morning, one in the afternoon) and as the need arises; for frontline offices - four times a day and as the need arises
2. Mopping of vinyl floors;	for ordinary offices - at least twice a day (one in the morning, one in the afternoon) and as the need arises; for frontline offices - four times a day and as the need arises
3. Spray buffing of vinyl floors;	two times a week and as the need arises
4. Sweeping of wood parquet;	at least twice a day (one in the morning, one in the afternoon) and as the need arises
5. Waxing of wood parquet;	two times a week and as the need arises
6. Polishing of wood parquet;	two times a week and as the need arises
7. Sweeping of carpets;	at least twice a day (one in the morning, one in the afternoon) and as the need arises
8. Vacuum Cleaning of carpets;	two times a week and as the need arises
9. Stain Spotting of carpets;	two times a week and as the need arises
10. Shampooing of carpets;	once a week and as the need arises
11. Sweeping of marble tiles;	at least twice a day (one in the morning, one in the afternoon) and as the need arises
12. Dry mopping marble hallways;	at least twice a day (one in the morning, one in the afternoon) and as the need arises
13. Scrubbing and polishing of marble tiles;	once a week and as the need arises
WALLS, CEILINGS, BASEBOARDS AND PARTITIONS	
14. Cleaning of hallway walls;	once a month and as the need arises
15. Cleaning of baseboards and partitions;	once a month and as the need arises
16. Cleaning of ceilings;	once a month and as the need arises
DRIVEWAYS, YARDS, PARKING AREA, DUMPSITE AND SURROUNDINGS	
17. Sweeping of driveways, yards, parking area, dumpsite and surroundings;	at least twice a day (one in the morning, one in the afternoon) and as the need arises
18. Washing of driveways, yards, parking area, dumpsite and surroundings;	at least once a day and as the need arises

TRASH AND OTHER WASTES	
19. Collection of trash and other trash materials. Must be R.A. No. 9003 (Ecological Solid Waste Management Act) compliant.	once a day and as the need arises
20. Disposal of trash and other trash materials to the garbage dump. Must be R.A. No. 9003 (Ecological Solid Waste Management Act) compliant.	once a day and as the need arises
21. Cleaning of waste baskets, ash trays, and other receptacles.	once a week and as the need arises
GLASS PANELS	
22. Cleaning of interior glass panels and its appurtenant steel or aluminum frames through scrubbing and wiping by application of cleaning solutions to remove dust, soot and grime.	Once every two weeks (except for front glass doors, glass partitions, and front glass windows which is every other day)
23. Cleaning of exterior glass panels and its appurtenant steel or aluminum frames through scrubbing and wiping by application of cleaning solutions to remove dust, soot and grime.	Once every two weeks (except for front glass doors, glass partitions, and front glass windows which is every other day)
FURNITURES, FIXTURES AND EQUIPMENT	
24. Cleaning, dusting and damp wiping of office furnitures, fixtures and equipment and application of appropriate furniture polish to maintain luster and shine at all times.	once a day and as the need arises
25. Movement of furniture, equipment, supplies, and materials as may be necessary, and only upon instruction of the PROCURING ENTITY and/or any of its personnel.	as the need arises
STAIRWAYS, FIRE EXITS AND ENTRANCES	
26. Keeping stairways, fire exits, and entrances clean and free of obstructions.	at all times
COMFORT ROOMS	
27. Sweeping and mopping of CR floor tiles;	at least twice a day (one in the morning, one in the afternoon) and every hour inspection for private CRs; four times a day and every hour inspection for public CRs
28. Scrubbing of CR wall tiles;	once a week and as the need arises
29. Cleaning, washing, sanitizing and disinfecting comfort room uninals, lavatories and toilet bowls;	at least twice a day (one in the morning, one in the afternoon) and every hour inspection for private CRs; four times a day and every hour inspection for public CRs
30. Checking and reloading of toilet paper, if required.	in the morning with every hour inspection
31. Checking and reloading of liquid hand soap;	in the morning with every hour inspection
32. Checking and reloading of other toilet supplies;	in the morning with every hour inspection
KITCHEN, PANTRY AND CABINETS	
33. Cleaning of kitchen countertops;	at least twice a day (one in the morning, one in the afternoon) and as the need arises
34. Cleaning of pantry and cabinets;	once a week and as the need arises

B. GROUND AND YARD MAINTENANCE		<input type="checkbox"/> Comply
ACTIVITY	FREQUENCY	
GROUND AND YARDS		
1. Trimming of grass and shrubs;	once a week and as the need arises	
2. Watering of flowering plants, shrubs and grass;	at least twice a day (one in the morning, one in the afternoon) and as the need arises	
3. Bringing out to sun potted plants;	once a week and as the need arises	
4. Application of fertilizers to plants;	as the need arises	
5. Sweeping of grounds and yards and parking areas of dust, litter, dry leaves, fallen tree branches, and other debris;	at least twice a day (one in the morning, one in the afternoon) and as the need arises	
6. Cleaning and washing of parking areas of accumulated dust and oil stain;	at least twice a day (one in the morning, one in the afternoon) and as the need arises	
REPORTING		
7. Informs the supervisor of any building defects such as busted bulbs, leaking faucets / cracked wall plaster, unsafe conditions and/or any unusual activity within the building and its surroundings;	as the need arises	
8. Keep watch and take action to prevent or mitigate damage to the building and its facilities during emergency situations such as typhoons, floods, earthquakes, power failures and fire incidents;	as the need arises	
C. OTHER SERVICES		<input type="checkbox"/> Comply
ACTIVITY	FREQUENCY	
C1. ELECTRICIAN		
1. Check for electrical problems of the building	once a week and as the need arises	
2. Report to the supervisor major repairs or maintenance requirements of the building electrical facilities for proper disposition;	as the need arises	
3. Perform repairs and maintenance requirements on the building electrical facilities;	as the need arises	
4. Submit accomplishment report to the supervisor;	monthly	
5. Keep watch and take action to prevent or mitigate damage to the building and its facilities during emergency situations such as typhoons, floods, earthquakes, power failures and fire incidents;	as the need arises	

C2. PLUMBER	
1 Check the plumbing system for leaks and other plumbing problems	once a week and as the need arises
2 Report to the supervisor major repairs or maintenance requirements of the building plumbing facilities for proper disposition	as the need arises
3 Perform repairs and maintenance requirements on the building plumbing system	as the need arises
4 Submit accomplishment report to the supervisor	monthly
5 Keep watch and take action to prevent or mitigate damage to the building and its facilities during emergency situations such as typhoons, floods, earthquakes, power failures and fire incidents	as the need arises
C3. AIRCON TECHNICIAN	
1 Check the airconditioning system for leaks, defects and other problems	once a week and as the need arises
2 Report to the supervisor major repairs or maintenance requirements of the building aircon facilities for proper disposition	as the need arises
3 Perform repairs and maintenance requirements on the building airconditioning system	as the need arises
4 Submit accomplishment report to the supervisor	monthly
5 Keep watch and take action to prevent or mitigate damage to the building and its facilities during emergency situations such as typhoons, floods, earthquakes, power failures and fire incidents	as the need arises
C4. MECHANIC	
1. Check the mechanical facilities of the building	once a week and as the need arises
2. Report to the supervisor major repairs or maintenance requirements of the building mechanical facilities for proper disposition	as the need arises
3. Perform repairs and maintenance requirements on the building mechanical facilities	as the need arises
4. Submit accomplishment report to the supervisor	monthly
5. Keep watch and take action to prevent or mitigate damage to the building and its facilities during emergency situations such as typhoons, floods, earthquakes, power failures and fire incidents	as the need arises

C5. CARPENTER	
1. Perform carpentry and finishing requirements on the building and personnel facilities.	as the need arises
2. Report to the supervisor major repairs or maintenance requirements of the building painting requirements for proper disposition.	as the need arises
3. Submit accomplishment report to the supervisor.	monthly
4. Keep watch and take action to prevent or mitigate damage to the building and its facilities during emergency situations such as typhoons, floods, earthquakes, power failures and fire incidents.	as the need arises
C6. PAINTER	
1. Perform painting and finishing requirements on the building and personnel facilities.	as the need arises
2. Report to the supervisor major repairs or maintenance requirements of the building civil facilities for proper disposition.	as the need arises
3. Submit accomplishment report to the supervisor.	monthly
4. Keep watch and take action to prevent or mitigate damage to the building and its facilities during emergency situations such as typhoons, floods, earthquakes, power failures and fire incidents.	as the need arises
C7. DRIVERS	
1. Drive the assigned vehicle to transport personnel on official business, visitors, and cargoes to destination as directed.	as the need arises
2. Take financial responsibility for damage to or loss of any cargo in his custody when damage or loss is due to willful or negligent act.	as the incident arises
3. Check the oil, gasoline, water and tires or assigned vehicle in order to prevent delays and damage.	everyday (morning) and as the need arise
4. Make minor repairs such as	as the need arises
a. fixing punctures	once a month and as the need arise
b. cleaning spark plugs	once a month and as the need arise
c. adjusting carburetor	once a month and as the need arise
5. Bring the vehicle to repair shop for major repairs and routine check-up.	as directed
6. Report the accidents, break downs, or other related incidents during trips.	as the incident arises
7. Submit reports on fuel and oil consumption and distance traveled.	weekly
8. Assist in loading and unloading of cargoes.	as the need arises
9. Keep watch and take action to prevent or mitigate damage to the vehicles during emergency situations such as typhoons, floods, earthquakes, power failures and fire incidents.	as the need arises

C8. SUPERVISOR/ASSISTANT SUPERVISOR	
1. Supervise the work of janitors and skilled workers;	daily
2. Monitor the performance of janitors and skilled workers;	daily
3. Report to the Building Administrator major repairs or maintenance requirements of the building facilities for proper disposition;	as the need arises
4. Submit monthly accomplishment report to the Building Administrator copy furnished GSD Chief;	monthly

3	Required Tools and Equipment for the Janitorial and Maintenance of the Building of the Office of the Ombudsman	Bidder's Statement of Compliance																																																																								
<p>The Service Provider shall supply all the tools, equipment, and other requirements listed as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">A.</th> <th style="text-align: center;">TOOLS AND EQUIPMENT FOR JANITORIAL PERSONNEL</th> <th style="text-align: center;">QUANTITY</th> <th style="text-align: center;">UNIT</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Push Cart for cleaning materials</td> <td style="text-align: center;">25</td> <td style="text-align: center;">units</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Floor Polisher 16" or 18") with accessories</td> <td></td> <td></td> </tr> <tr> <td></td> <td style="padding-left: 20px;">a. High Speed</td> <td style="text-align: center;">7</td> <td style="text-align: center;">units</td> </tr> <tr> <td></td> <td style="padding-left: 20px;">b. Low Speed</td> <td style="text-align: center;">13</td> <td style="text-align: center;">units</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Mop Squeezer w/ Bucket</td> <td style="text-align: center;">21</td> <td style="text-align: center;">units</td> </tr> <tr> <td style="text-align: center;">4</td> <td>Wet/Dry/ Vacuum Cleaner</td> <td style="text-align: center;">2</td> <td style="text-align: center;">units</td> </tr> <tr> <td style="text-align: center;">5</td> <td>Garbage Cart</td> <td style="text-align: center;">5</td> <td style="text-align: center;">units</td> </tr> <tr> <td style="text-align: center;">6</td> <td>High Pressure Portable Washer</td> <td style="text-align: center;">2</td> <td style="text-align: center;">units</td> </tr> <tr> <td style="text-align: center;">7</td> <td>Caution Sign w/ Accessories</td> <td style="text-align: center;">25</td> <td style="text-align: center;">units</td> </tr> <tr> <td style="text-align: center;">8</td> <td>Garden Host 5/8 x 50 ft. with Reel</td> <td style="text-align: center;">3</td> <td style="text-align: center;">units</td> </tr> <tr> <td style="text-align: center;">9</td> <td>Garden Host 5/8 x 50 ft. without Reel</td> <td style="text-align: center;">3</td> <td style="text-align: center;">units</td> </tr> <tr> <td style="text-align: center;">10</td> <td>Lawn Sprinkler, Full 360 spray pattern</td> <td style="text-align: center;">4</td> <td style="text-align: center;">units</td> </tr> <tr> <td style="text-align: center;">11</td> <td>Heavy Duty Extension Cord for Floor Polisher. Royal Cord #12 x</td> <td style="text-align: center;">20</td> <td style="text-align: center;">pcs.</td> </tr> <tr> <td style="text-align: center;">12</td> <td>Manual Lawn Mower</td> <td style="text-align: center;">1</td> <td style="text-align: center;">unit</td> </tr> <tr> <td style="text-align: center;">13</td> <td>Aluminum Ladder</td> <td></td> <td></td> </tr> <tr> <td></td> <td style="padding-left: 20px;">a. 5 ft.</td> <td style="text-align: center;">2</td> <td style="text-align: center;">units</td> </tr> <tr> <td></td> <td style="padding-left: 20px;">b. 8 ft.</td> <td style="text-align: center;">2</td> <td style="text-align: center;">units</td> </tr> </tbody> </table>		A.	TOOLS AND EQUIPMENT FOR JANITORIAL PERSONNEL	QUANTITY	UNIT	1	Push Cart for cleaning materials	25	units	2	Floor Polisher 16" or 18") with accessories				a. High Speed	7	units		b. Low Speed	13	units	3	Mop Squeezer w/ Bucket	21	units	4	Wet/Dry/ Vacuum Cleaner	2	units	5	Garbage Cart	5	units	6	High Pressure Portable Washer	2	units	7	Caution Sign w/ Accessories	25	units	8	Garden Host 5/8 x 50 ft. with Reel	3	units	9	Garden Host 5/8 x 50 ft. without Reel	3	units	10	Lawn Sprinkler, Full 360 spray pattern	4	units	11	Heavy Duty Extension Cord for Floor Polisher. Royal Cord #12 x	20	pcs.	12	Manual Lawn Mower	1	unit	13	Aluminum Ladder				a. 5 ft.	2	units		b. 8 ft.	2	units	<input type="checkbox"/> Comply
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C.	MECHANICAL TOOLS	QUANTITY	UNIT
1	Diagonal Pliers 8"	1	pc
2	Long Nose Pliers 8"	1	pc
3	Phillips Screw Driver 8"	1	pc
4	Slotted Screw Driver 8"	1	pc
5	Multi Tester Analog	1	unit
6	Electric Drill, 500 w.	1	unit
7	Drill Bit HSS, 1/8" to 1/2"	1	set
8	Drill Bit Masonry, 1/8" to 1/2"	1	set
9	Vise Grip, 8" - Curbed Jaw - Flat Jaw	1 1	pc pc
10	Vernier Caliper (Stainless)	1	unit
11	Micrometer	1	unit
12	Adjustable Wrench 8"	1	pc
13	Adjustable Wrench 14"	1	pc
14	15° Angle Double Open-End Wrench, 12 pcs, 6 to 30mm	1	set
15	45° Deep Offset Box Wrench 12 pt., 13 pcs, 6 to 32mm	1	set
16	1/2" Square/Hexagonal Drive Socket Set, 29 pcs. 12 pt. std. 10 to 36mm, 10" Ratchet, 15-3/4" Flex Handle, 2-1/2", 5", 10" Extension, 2-3/8" Universal Joint in Metal Box	1	set
17	Ear Muff	1	pc
18	Eye Goggles	1	pc
19	Trouble Light 220V, HD 5 meters	1	set
20	Tool Box	1	pc
21	Allen Wrench (preference set: 1/18", 1/17", 1/16" - 3/8")	1	set
22	Riveter Replenishable: Blind Rivet, 1/8 x 1/2 (1 box of 500 pcs.) : Blind Rivet, 5/8 x 1/2 (1 box of 500 pcs.)	1 1 1	unit box box

Comply

D	PLUMBER TOOLS	QUANTITY	UNIT
1	Hack Saw, w/ Blade	2	sets
2	Spare Hack Saw Blade, Blu Mol (replenishable)	1	box
3	Pipe Wrench 8" to 24"	2	sets
4	Monkey Wrench, 12"	2	pcs.
5	Adjustable Wrench, 12"	2	pcs.
6	Adjustable Wrench, 8"	2	pcs.
7	Adjustable Wrench, 10"	2	pcs.
8	Blind Rivets Tool 3/32" to 3/16"	2	pcs.
9	Blid Rivets (1/8" x 1/2")	2	boxes
10	Vise Grip 8" , curved Jaw Straight Flat Jaw	2 2	pcs pcs
11	Flat Cold Chisel, 1" x 8"	2	pcs.
12	Pointed Cold Chisel, 1" x 8" Ø	2	pcs.
13	Rechargeable Flashlight (LED Type)	2	pcs.
14	Slotted Screw Driver, 8mm x 10"	2	pcs.
15	Philips Screw Driver, 8mm x 10"	2	pcs.
16	Slotted Screw Driver, 5mm x 8"	2	pcs.
17	Philips Screw Driver, 5mm x 8"	2	pcs.
18	Grove Joint Plier, 8"	2	pcs.
19	Portable Welding Machine, 200 Amps AC, Inverted Type	2	pcs.
20	Electric Drill, 580w (preferred Makita)	2	units
21	Drill Bit HSS, 1/8" to 1/2"	2	sets
22	Drill Bit Masonry, 1/8" to 1/2"	2	sets
23	Steel Tape Measure, 5 meters	2	pcs.
24	Ball peen Hammer, 1.5 lbs.	2	pcs.
25	Mechanical Pliers, 8"	2	pcs.
26	Long Nose Pliers, 8"	2	pcs.
27	Angle Grinder, 650 - 810 w. preferred Makita	2	pcs.
28	Tool Box	2	pcs.
29	Cutting Disk, 1/8" x 4" Ø, 30 pcs.	30	pcs.
30	Grinding Disk, 1/4" x 4" Ø	20	pcs.

Comply

☐ Comply

E	AIRCON TECHNICIAN TOOLS AND EQUIPMENT	QUANTITY	UNIT
1	Industrial Type Pressure Washer with accessories - Standard Wash Gun - Wash Gun Nozzle Extension - 30 meters Discharge Hose/Unit - 5 meters Scution Hose/Unit - 1 pc. Trigger Gun/Unit	2	units
2	Diagonal Pliers, 8", insulated	3	pcs.
3	Long Nose Pliers, 8", insulated	3	pcs.
4	Philips Screw Driver, 8", including handle	3	pcs.
5	Philips Screw Driver, 8mm x 10", including handle	3	pcs.
6	Aluminum Ladder, 6 ft.	2	pcs.
7	Philips Screw Driver, 5" x 1/8", including handle	3	pcs.
8	Slotted Screw Driver, 8", including handle	3	pcs.
9	Slotted Screw Driver, 8mm x 10", including handle	3	pcs.
10	Aluminum Ladder, 9 ft.	2	pcs.
11	Slotted Screw Driver, 5" x 1/8", including handle	2	pcs.
12	Clamp Tester (1 set analog and 1 set Digital)	2	pcs.
13	Electric Drill, 500 w (13mm/1.2"), heavy duty	1	unit
14	Drill Bit HSS 1/8" to 1/2", (for steel)	1	set
15	Drill Bit Masonry 1/8" to 1/2"	1	set
16	Hack Saw	1	unit
17	Hack Saw Blade, Blue Mol (replenishable)	9	pcs./month
18	Allen Wrench, 1.5 mm to 10mm	2	sets
19	Allen Wrench, 3/8" to 1/16"	2	sets
20	Tube Cutter (small)	2	sets
21	Tube Cutter (heavy duty), 1/4" to 1-5/8"	2	sets
22	Slip Joint Pliers, 10"	2	sets
23	Vise Grip 8"	2	sets
24	Flaring Tools Set a. Flaring Block, 1/8" to 3/4" b. Flaring Yoke c. Expander 1/8" to 3/4"	2	sets
25	Combination Wrench 8mm to 17mm	1	set
26	Adjustable Wrench 15"	2	pcs.
27	Adjustable Wrench 18"	2	pcs.
28	Adjustable Wrench 8"	2	pcs.
29	Adjustable Wrench, 10"	2	pcs.
30	Gauge Manifold (uniweld) 3 way for Inverter	2	sets
31	Portable Low Pressure Washer (30 meters Discharge Hose/Unit)	1	set
32	Refrigerant and Combustible Gas Leak Detector	1	set
33	Socket Wrench Set, 1/2" Square Drive Socket, 29 pcs. Pl Std 8 to	1	set
34	Socket Wrench Set, 1/4" Square Drive (sizes: 3/16", 7/32", 1/4",	1	set

E	AIRCON TECHNICIAN TOOLS AND EQUIPMENT	QUANTITY	UNIT
35	Soldering Iron, 60 W	1	pc.
36	Rechargeable FlashLight, heavy duty	2	pcs.
37	Soldering Lead (replenishable)	1	roll
38	Side Cutter Pliers, 8", insulated	3	pcs.
39	Portable Mapp Gas	1	set
40	Multi Tester (2 sets Analog and 1 pc. Digital)	3	sets
41	Phase Rotation Tester (3 phase)	1	set
42	Cold Chisel 3/4" x 10" (Flat & Pointed)	2	pcs.
43	Ball Peen Hammer (2 lbs.)	1	pc.
44	Eye Goggles (Industrial)	6	pcs.
45	Vacuum Pump 1/2 HP, 230 V 1725 RPM (for Refrigeration)	1	unit
46	Thermal Radiation Thermometer (laser Thermometer)	1	unit
47	Electric Air Blower & Vacuum Cleaner (19,000 RPM)	2	units
48	Electric Hammer Drill, heavy duty (Rotary 24mm/15/16")	1	unit
49	Portable Grinder (Angle), 100mm/ 4"	1	unit
50	Puller 10" (3 prong)	1	pc.
51	Ratchet Wrench Set, 1/4"	1	set
52	Tube Bender 1/4", 3/8", 1/2", 5/8", 3/4"	1	unit

F	ELECTRICIAN TOOLS AND EQUIPMENT	QUANTITY	UNIT
1	Mulli Tester, heavy duty	4	units
2	Clamp Meter (digital)	1	unit
3	Test Light	4	units
4	Crimping Tool for Telephone Module RI11 (RS PRO)	1	unit
5	Slip Joint Pliers	4	pcs
6	Phillips Screw Driver, 8"	4	pcs
7	Slotted Screw Driver, 8"	4	pcs
8	Allen Wrench, 1.5mm to 10mm	4	pcs.
9	Long Nose Pliers, 8", insulated, electrical grade	4	pcs
10	Side Cutter Pliers, 7", insulated, electrical grade	4	pcs.
11	Diagonal Pliers, 8", insulated, electrical grade	4	pcs.
12	Vise Grip 8", heavy duty	4	pcs.
13	Electric Soldering Iron (RS PRO)	1	pc.
14	Soldering Lead (40-60)	1	roll
15	Knock Out Puncher, 1/2" to 2"	1	set
16	Ball Pin Hammer (half Pounder)	1	pc
17	Cold Chisel, 1/2" to 10" (1 pointed; 1 flat)	2	pcs
18	Electric Drill 500 w, heavy duty	2	pcs
19	Drill Bit HSS 1/8" to 1/2" (set of 4 bits, at least)	2	sets
20	Drill Bit Masonry 1/8" to 1/2" (set of 4 bits, at least)	1	set
21	Socket Wrench with Handle, 3/8" to 1 1/4"	1	set
22	Combination Wrench 8mm to 17mm	1	set
23	Bench Grinder, heavy duty, 8" electronically operated	1	set
24	Splicer	4	pcs
25	Eye Goggles (generic)	1	pc
26	Gun Tucker T-25	4	pcs.
27	Rechargeable Flashlight (generic)	4	pcs.
28	Leather Tool Hoslter	4	pcs.
29	Tool Box (at least 7" x 9" x17"). Plastic	4	pcs.
30	Hack Saw	1	pc.
31	Hack Saw Blade (replishable)	2	pcs /month
32	Aluminum Ladder 8', heavy duty	2	units
33	Aluminum Ladder 10', heavy duty	2	units
34	Safety Belt	4	pcs.

Comply

Comply

G	CARPENTRY, MASONRY & PAINTING TOOLS AND EQUIPMENT	QUANTITY	UNIT
I. Power/ Electric Hand Tools			
1	Planner, > 3 1/4" width, complete with blade gauge assembly,	2	sets
2	Angle Grinder, 4" disc. Diameter; complete with cutting disc, side	3	sets
3	Circular Saw, 8 1/4" Ø disc., w/ complete accessories/guides	2	sets
4	Hand Drill, 5/8" chuck diameter	2	sets
5	Finishing Sander, 114mm x 234mm	2	sets
6	Demolition Hammer, 11kgs.; > 1/500W., variable chisel fitting;	1	set
7	Router, woodworking, 12mm	1	set
8	Jigsaw, variable speed, pendulum action, complete w/ blades	2	sets
9	Wet Stone/Bench Grinder, table mounted dual disc.	1	set
II. Other Hand Tools			
1	Claw Hammer, 11" wooden handle	4	pcs.
2	Cross Cut Saw, 26"	2	pcs.
3	Wooden Chisel, 1/4" x 1/2", 1" and 1 1/2" blades width	2	sets
4	Saw File, #4, Triangular, regular taper (or extra slim, whichever is	6	pcs.
5	Crowbar, (wrecking Bar, 24", high grade forge steel	2	pcs.
6	Pliers : Long Nose, 8"	4	pcs.
	Cutter,	4	pcs.
7	Screw Driver : Flat 8"	4	pcs.
	Philips (cross), 8"	4	pcs.
8	Wood Rasp, 12"	2	pcs.
III. Other Tools/Equipment			
1	Air Compressor, 2HP w/ 15m discharge hose and	1	unit
2	Router Bits, #1 - #12	1	set
3	Carborundum Stone, 8", sharpening	2	pcs.
4	Spirit Level, 18", aluminum body, box type w/ horizontal, vertical	2	pcs.
5	Plumb Bob, 150 grams	2	pcs.
6	Pull-push Rule, 5 m. 16 ft. steel	5	pcs.
7	Spray Gun, 3.5 to 50 lbs; multi purpose, air spray	1	set
8	Hole Saw, 3/4" to 2 1/2" carbon steel, complete with Pilot drill	1	set
9	Eye Protection Goggles, with adjustable strap	5	pcs.
10	Dust/Gas Mask Respiratory, half-face, reusable, anti-dust, gas,	10	pcs.
11	Welding Machine (brand: Jr. kawasaki, model MMA-255A	1	set
12	Gun Tucker (model TR45)	2	pcs.
13	Aluminum Ladder, heavy duty, 8 ft.	1	pc.
14	Spatula (for painting), 1 per month	12	pcs.
15	Palette (for painting), 4 pcs. /quarter	16	pcs.
16	Mason Spoon	1	pc.
17	Steel Mason Finishing (Rodela Bakal)	1	pc.

Comply

H	AUTO MECHANIC (MOTORPOOL) TOOLS AND EQUIPMENT	QUANTITY	UNIT
1	Socket Wrench, 1/2 drive, heavy duty	2	sets
2	Welding Machine, digital, inverter, 200A (ARC200)	1	unit
3	Allen Wrench, heavy duty (set)	2	sets
4	A/C gauge, R12-R22, \$134A HVAC (90cm/36") metal hose	1	unit
5	Volt Meter, RS14 (10A-AC, 600 V-AC, 10Am DC, 600 DC), DT 914	1	unit
6	Battery Charger, 60A -12/24 Volts	1	unit
7	Air Compressor, 1/4 HP, belt driven	1	unit
8	Impact Wrench	1	unit
9	Torque Reduction Wrench	1	unit
10	Philips Screw, set: small, medium, big	2	sets
11	Flat Screw, set: small, medium, big	2	sets
12	Vise Grip, heavy duty	2	units
Other Requirement			
1	Safety Shoes	2	sets
14	Uniform w/ pants	2	sets

Other Requirements / Terms and Conditions:	Bidder's Statement of Compliance
1. Procurement of supplies and material shall be bundled with the procurement of janitorial, maintenance and other services.	<input type="checkbox"/> Comply
2. The Service Provider shall comply with GPPB PM No. 03-2012 (invalidity of Section 9(b)(ii) of DOLE No. 18-A) and GPPB NPM 141-2014 (Clarification on the applicability of Section 9(b)(ii) of DOLE No. 18-A)	<input type="checkbox"/> Comply
3. No deduction from the salary shall be effected for insurance premiums, bond for breakage, payment for the damages to tools and equipment due to ordinary wear and tear or unforeseen events (unless there is negligence), penalty for tardiness or absences (in addition to proportionate deductions therefor), or payment for any training whether in-house or TESDA Accredited.	<input type="checkbox"/> Comply
4. Higher than minimum wage shall be given to supervisors and skilled personnel. The rate for maintenance personnel that will be assigned to OMB-Luzon, Rosales, Pangasinan shall have the same rate as the skilled workers at the OMB Main Office.	<input type="checkbox"/> Comply
5. Salaries shall be paid twice a monthly directly to the personnel at the Office of the Ombudsman and not at the office of the Supplier/Service Provider or through automatic teller machine (ATM)-Direct Remittance.	<input type="checkbox"/> Comply
6. Payslip which contains the amount of wages earned and the details of corresponding deductions shall be issued to the personnel at the time of payment of salaries.	<input type="checkbox"/> Comply
7. The Service Provider shall comply with the existing labor laws and standards including wage orders and relevant regulations of Social Security System (SSS), Philippine Health Insurance Corporation (PHILHEALTH), Home Development Mutual Fund (Pag-IBIG), Employees Compensation Commission (ECC), etc.	<input type="checkbox"/> Comply
8. The Service Provider shall provide adequate and responsible supervision over its personnel and shall assume full responsibility of their proper and efficient performance.	<input type="checkbox"/> Comply
9. The Service Provider shall be solely and exclusively responsible for any act or omission of all its janitorial and maintenance personnel during their assigned duty.	<input type="checkbox"/> Comply
10. The Service Provider shall assume full responsibility for any loss or damages due to theft, pilferage, robbery, sabotage and any form of trespass.	<input type="checkbox"/> Comply
11. The Service Provider and its employees assigned to the Office of the Ombudsman shall not, during the existence of its services or anytime thereafter, disclose to any person or entity any information concerning the affairs of the Office of the Ombudsman which the agency may have acquired by reason of its services.	<input type="checkbox"/> Comply
12. The Service Provide shall cooperate and strictly adhere to the Office of the Ombudsman's Covid-19 prevention protocol. In the event that any of its employees has to undergo self-quarantine or treatment due to COVID-19 or other infectious diseases, the Service Provided shall ensure the timely substitution of its employees/s for orderly performance of duties and work continuity.	<input type="checkbox"/> Comply

13. The Service Provider must provide the OMB Security Group with a complete and up-to-date list and photographs of its contractual employees assigned to the premises.	<input type="checkbox"/> Comply
14. The Service Provider shall conform with the operating policies and procedures of the Office of the Ombudsman.	<input type="checkbox"/> Comply
15. All tools, equipment, and hardware supplies that will be provided by the Service Provider must be produced by reputable manufacturers as certified by DTI (Bureau of Product Standards). If exclusive distributor, it must be certified as such.	<input type="checkbox"/> Comply
16. All liquid, powder, or bar cleaning supplies and materials or solvents that will be provided by the Service Provider must be biodegradable or will not affect bacteria culture in building septic vaults.	<input type="checkbox"/> Comply
17. The Service Provider shall make available for inspection by Procuring Entity, the subject tools, equipment, supplies and materials during post-qualification.	<input type="checkbox"/> Comply
18. The Service Provider shall comply with all other terms and conditions incorporated in the contract particularly in the General and Special Conditions of the Contract.	<input type="checkbox"/> Comply

Statement of Compliance

[Bidders must check the "Comply" box 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 hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

Signature Over Printed Name of
Authorized Representative

Position/Designation

Name of Company/Bidder

Telephone/Mobile Number(s)

Email address(es)

Date Signed

OMBUDSMAN BID FORM NO. 2-FINANCIAL PROPOSAL WITH UNDERTAKING

BID FORM

Date : _____
Project Identification No. : **PB 2021-2-06**

HONORABLE SAMUEL R. MARTIRES

Ombudsman
Office of the Ombudsman
Agham Road, North Triangle
Diliman, Quezon City

Attention: **HON. ADORACION A. AGBADA**
The Chairperson
Bids and Awards Committee-Main

Dear Ombudsman Martires:

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers _____, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Public Bidding for the Procurement of One (1) Year Courier Services Requirement of the Office of the Ombudsman, in conformity with the said PBDs for the sum of

_____ (_____) [total Bid amount in words and figures] or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein and in the Price Schedules, with attached Detailed Cost Breakdown / Schedule of Prices (Schedule I):

Quantity/Unit	Item Description	Total Price (Should be 12% VAT Inclusive)
One (1) Lot	One (1) Year Janitorial and Other Maintenance Service Requirement (including Janitorial Supplies and Materials)	P

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 *Detailed Cost Breakdown / Schedule of Prices (Schedule I)*, 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: _____

Please also provide the following details for purposes of Bid notification required under Section 25.7 of the 2016 IRR:

Name of Proprietor/ Managing Partner / President: _____

Address: _____

Email Address/es: _____

Contact Number/s: _____

Price Schedule for Goods Offered from Abroad (If applicable)
[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

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

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: _____

Legal Capacity: _____

Signature: _____

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

**Price Schedule for Goods Offered from Within the Philippines
(If applicable)**

[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

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

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: _____

Legal Capacity: _____

Signature: _____

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

*Section VIII. Checklist of Technical and
Financial Documents*

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE (FIRST ENVELOPE)

[Note: The Bidder must submit two copies of the first envelope –(1) Original Copy and (2) Copy 1]

ELIGIBILITY REQUIREMENTS

Class “A” Documents

1. Legal Documents

- a. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- b. Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and
- b.1. Valid 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**
- b.2. Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

2. Technical Documents

- a. 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 (Reference: Standard Form No.: SF-GOOD-13a); **and**
- b. 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 period of **five (5) years** or from 2016 up to present the relevant period as provided in the Bidding Documents (Reference: Standard Form No.: Sample Form -GOOD-13b); **and**
- c. 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**
- d. Ombudsman Bid Form No. 1 - Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- e. Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary’s Certificate (Standard Form No.: SF-GOOD-36) in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney (Standard Form No.: SF-GOOD-35) 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.

3. Financial Documents

- a. 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**
- b. 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

- 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 (SECOND ENVELOPE)

[Note: The Bidder must submit two copies of the second envelope –(1) Original Copy and (2) Copy 1]

- 1. Ombudsman Bid Form No. 2 - Original of duly signed and accomplished Financial Bid Form; and
- 2. Original of duly signed and accomplished Price Schedule(s).

Important note:

For authentication purposes, all pages of the bidding documents for submission must be certified by the authorized signatory of the participating Bidder/Company. The bidders are also reminded to put proper tab on each bidding documents.

The bidder should use the prescribed Sample Forms on the pages indicated in the table of Sample Forms.

OFFICE OF THE OMBUDSMAN
Bids and Awards Committee-Main

SAMPLE FORMS	Page
Omnibus Sworn Statement (Revised)	51-52
Authority of Signatory – Special Power of Attorney (SF-GOOD-35)	53
Authority of Signatory – Secretary’s Certificate (SF-GOOD-36)	54
Statement of All Ongoing Government and Private Contracts Including Contracts awarded but not yet started either similar in nature or not (SF-GOOD-13a)	55
Statement identifying the bidder’s Single Largest Completed Contract (SLCC) to be bid, from 2016 up to Present, except under conditions provided for in Sec. 23.5.1.3 of the IRR (as amended, GPPB Res. No. 16-2014). (SF-GOOD-13b)	56
NFCC/Financial Documents for Eligibility Check (SF-GOOD-14)	57
Credit Line Certificate (SF-GOOD-15)	58
Bank Guarantee Form	59
Contract Agreement Form (Revised)	60-61
Bid-Securing Declaration (Revised)	62
Performance Securing Declaration (New)	63

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, 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 including wage orders and relevant regulations of SSS, PhilHealth, Pag-Ibig, ECC, PNP-SOSIA, etc.;
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; and
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]

SPECIAL POWER OF ATTORNEY

I, _____, President of _____, a corporation incorporated under the laws of _____, with its registered office at _____, by virtue of Board Resolution No. _____ dated _____, has made, constituted and appointed _____ true and lawful attorney, for it and its name, place and stead, to do, execute and perform any and all acts necessary and/or represent _____ in the bidding of _____ as fully and effectively as corporation might do if personally present with full power of substitution and revocation and hereby confirming all that said representative shall lawfully do or cause to be done by virtue hereof.

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

Affiant

Signed in the Presence of:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) SS.

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of _____ 20__, personally appeared:

<u>NAME</u>	<u>CTC NO.</u>	<u>ISSUED AT/ON</u>
_____	_____	_____

known to me and known to be the same person who executed the foregoing instrument consisting of _____ () pages, including the page whereon the acknowledgments is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

Notary Public
Until 31 December 20__
PTR No. _____
Issued at: _____
TIN No. _____

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

SECRETARY'S CERTIFICATE

I, _____, a duly elected and qualified Corporate Secretary of _____, a corporation duly organized and existing under and by virtue of the law of the _____ DO HEREBY CERTIFY, that:

I am familiar with the facts herein certified and duly authorized to certify the same:

At the regular meeting of the Board of Directors of the said Corporation duly convened and held on _____ at which meeting a quorum was present and acting throughout, the following resolutions were approved, and the same have not been annulled, revoked and amended in any way whatever and are in full force and effect on the date hereof:

RESOLVED, that _____ be, as it hereby is, authorized to participate in the bidding of _____ by the Office of the Ombudsman; and that if awarded the project shall enter into contract with the Office of the Ombudsman; and in connection therewith hereby appoint _____ acting as duly authorized and designated representatives of _____, are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent _____ in the bidding as fully effectively as the _____ might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof;

RESOLVED FURTHER THAT, the _____ hereby authorizes its President to:

- (1) execute a waiver of jurisdiction whereby the _____ hereby submits itself to the jurisdiction of the Philippine government and hereby waives its right to question the jurisdiction of the Philippine courts;
- (2) execute a waiver that the _____ shall not seek and obtain writ of injunctions or prohibition or restraining order against the Office of the Ombudsman or any other agency in connection with this project to prevent and restrain the bidding procedures related thereto, the negotiating of and award of a contract to a successful bidder, and the carrying out of the awarded contract.

WITNESS the signature of the undersigned as such officer of the said _____ this _____.

(Corporate Secretary)

ACKNOWLEDGMENT

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20__ affiant exhibited to me his/her _____ issued on _____ at _____, Philippines.

Notary Public

Doc No _____
Page No _____
Book No _____
Series of _____

Statement of all ongoing government and private contracts including those awarded but not yet started which may be similar or not similar to the project being bid

Business Name : _____
 Business Address : _____

Name of Client	a. Owner's Name b. Address c. Telephone Nos.	a. Date Awarded b. Date Started c. Date of Completion	Title of the Project in the Contract	% of Accomplishment		Contract Amount	Value of Outstanding Contracts	Date of Delivery
				Planned	Actual			
<u>Government:</u>								
<u>Private:</u>								

Important notes:

- This statement shall be supported with:
 1 Notice of Award and/or Contract
 2 Notice to Proceed issued by the owner

Submitted by : _____
 Designation : _____
 Date : _____
 (Print Name and Signature)

Statement of Bidder's Single Largest Completed Contract (SLCC) from 2016 up to present, which is similar in nature

Business Name :

Business Address :

Name of Client	a. Owner's Name b. Address c. Telephone Nos.	Title of the Project in the Contract	a. Date Awarded b. Contract Effectivity c. Date Completed/ Delivery	Bidder's Role		a. Amount at Awarded b. Amount at Completion c. Duration
				Description	%	
<u>Government</u>						
<u>Private</u>						

Note: This statement shall be supported with:

- 1 Contract
- 2 Official Receipt(s) issued for the contract
- 3 End-user's Certificate of Acceptance

Submitted by : _____
(Print Name and Signature)

Designation : _____
Date : _____

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

- A. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a copy of Schedule of Fixed Assets particularly the list of construction equipment.

		Year 20
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

- B. The **Net Financial Contracting Capacity (NFCC)** based on the above data is computed as follows:

NFCC = 15 (current asset – current liabilities) minus value of all outstanding works under ongoing contracts including awarded contracts yet to be started

NFCC = P _____

K = is fixed to 15 (Reference 2016 IRR, RA 9184)

The bidder may submit a committed Line of Credit from a Universal or Commercial Bank which must be equal to 10% of the ABC, in lieu of its NFCC computation (Reference: 2016 IRR, RA 9184).

Submitted by:

 Name of Supplier / Distributor / Manufacturer

 Signature of Authorized Representative

Date: _____

CREDIT LINE CERTIFICATE

Date: _____

HON. SAMUEL R. MARTIRES
Ombudsman
Office of the Ombudsman
Agham Rd. North Triangle,
Diliman, Quezon City

CONTRACT / PROJECT: _____
COMPANY / FIRM : _____
ADDRESS : _____
BANK : _____
ADDRESS : _____
AMOUNT : _____

This is to certify that the above Bank with business address indicated above, commits to provide the _____, if awarded the above-mentioned Contract, a credit line in the amount specified above which shall be exclusively used to finance the performance of the above-mentioned contract subject to our terms, conditions and requirements.

The credit line shall be available within fifteen (15) calendar days after receipt by the _____ of the Notice of Award and such line of credit shall be maintained until the project is completed by the Contractor.

This Certification is being issued in favor of said _____ in connection with the bidding requirement of the Office of the Ombudsman for the above-mentioned Contract. We are aware that any false statements issued by us make us liable for perjury.

Name and Signature of Authorized
Financing Institution Officer : _____
Official Designation : _____

Concurred By:
Name & Signature of Supplier/Distributor/
Manufacturer/Contractor's
Authorized Representative : _____
Official Designation : _____

Note: The amount committed should be machine validated.

ACKNOWLEDGMENT

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20__ affiant
exhibited to me his/her _____ issued on
at _____, Philippines.

Notary Public

Doc No _____
Page No _____
Book No _____
Series of _____

Bank Guarantee Form for Advance Payment

To: *[name and address of PROCURING ENTITY]*
[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in Section 2.2, General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Contract Agreement Form for the Procurement of Goods (Revised)
[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____ 20____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of [*total contract price in words and figures*] or such other sums as may be ascertained, [*Named of the bidder*] agrees to [*state the object of the contract*] in accordance with his/her/its Bid.
4. The [*Name of the procuring entity*] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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

Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

[Jurat]

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

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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]

Republic of the Philippines



Government Procurement Policy Board