



# **PB 2023-02**

## **PUBLIC BIDDING OF ONE (1) YEAR JANITORIAL, MAINTENANCE AND OTHER SERVICES REQUIREMENT (INCLUDING SUPPLIES AND MATERIALS) FOR THE OFFICE OF THE OMBUDSMAN**

**Amended Bidding Documents per Supplemental/Bid  
Bulletin No. 1 dated 17 April 2023**

**Sixth Edition  
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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, MAINTENANCE AND  
 OTHER SERVICES REQUIREMENT (INCLUDING SUPPLIES AND  
 MATERIALS) FOR THE OFFICE OF THE OMBUDSMAN**

1. The Office of the Ombudsman, through the General Appropriations Act for CY 2023 intends to apply the sum of **Thirty-Nine Million Six Hundred Forty-Six Thousand Eight Hundred Sixteen Pesos and Twelve Centavos (P39,646,816.12)** being the Approved Budget for the Contract (ABC) to payments under the contract for the **Public Bidding of One (1) Year Janitorial, Maintenance and Other Services Requirement (Including Supplies and Materials) for the Office of the Ombudsman (PB 2023-02)**. 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 Updated 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 Committee Secretariat – Main (BAC Sec-Main) via email at [ombbacsecmain@gmail.com](mailto:ombbacsecmain@gmail.com) or [bac@ombudsman.gov.ph](mailto:bac@ombudsman.gov.ph) and inspect the Bidding Documents posted at the Ombudsman and the PhilGEPS websites.
6. A complete set of Bidding Documents may be acquired/downloaded by interested Bidders starting **March 28, 2023 to April 25, 2023 and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued**

by the GPPB, in the amount of **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.**

The bidding documents may also be downloaded free of charge from the websites of PhilGEPS and the Office of the Ombudsman, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

7. The Office of the Ombudsman will hold a **Pre-Bid Conference on April 12, 2023 (Wednesday) at 1:30 pm.** through video conferencing via MS 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 and Passcode 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 the Central Records Division of the Office of the Ombudsman on or before **April 25, 2023 (Tuesday) at 2:00 p.m. Late bids shall not be accepted. Unsealed or unmarked bid envelopes shall be rejected** (Reference: Sec. 25.9, Updated 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 **April 26, 2023 (Wednesday) at 10:00 a.m. through video conferencing using MS Teams application** (face-to-face for the BAC Secretariat Main). The Meeting Link and Passcode 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. Prospective bidders, who wish to join the pre-bid conference and the bid opening through video conferencing using MS Teams, must send a letter of intent containing the names and email addresses of interested participants to the BAC Secretariat-Main 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 Updated 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:

<b>COST OF BIDDING DOCUMENTS</b> (Non-refundable)	<b>₱25,000.00</b>
<b>INSPECTION/SELLING PERIOD OF BIDDING DOCUMENTS</b>	<b>March 28, 2023 to April 25, 2023</b> - Bidding documents may be downloaded from the PhilGEPS website or Ombudsman website.



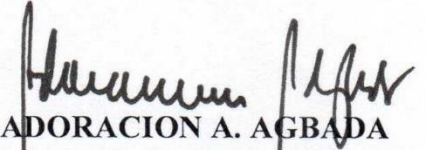
<i>Note: Due to COVID-19 pandemic, hard copies of documents are no longer issued due to health and safety protocols.</i>	- For payment of bidding fees, prospective bidders may inquire from the Ombudsman BAC Secretariat for payment details. Proof of payment such as deposit slips and transaction receipts may be submitted via email for the issuance official receipt.
<b>PRE-BID CONFERENCE</b>	<b>April 12, 2023 (Wednesday) at 1:30 p.m.</b> - Video Conferencing via MS Teams application - Prospective bidders should signify their intention to participate by sending an email to the BAC Secretariat-Main and MS Teams Meeting Link and Passcode will be provided at least one (1) day before the event.
<b>DEADLINE OF SUBMISSION OF BIDS</b> (Note: Late bids shall not be accepted. Unsealed or unmarked bid envelopes shall be rejected)	<b>April 25, 2023 (Tuesday) at 2:00 p.m.</b> - <b>Manual / physical submission of bidding documents</b> 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.
<b>OPENING OF BIDS</b>	<b>April 26, 2023 (Wednesday) at 10:00 a.m.</b> - Video Conferencing via MS Teams application - Prospective bidders should signify their intention to participate by sending an email to the BAC Secretariat-Main and Meeting Link and Passcode will be provided at least one (1) day before the event.

14. For further information, please refer to:  
**BIDS AND AWARDS COMMITTEE SECRETARIAT – MAIN**  
Ground Floor, Ombudsman Main Building,  
Agham Road, Diliman Quezon City 1105  
☎ (02) 8479-73-00 loc.2206  
✉ [ombbacsecmain@gmail.com](mailto:ombbacsecmain@gmail.com) or [bac@ombudsman.gov.ph](mailto:bac@ombudsman.gov.ph)  
[www.ombudsman.gov.ph](http://www.ombudsman.gov.ph) (see Bid Announcements)

*Note: Due to the current pandemic, please communicate through the email addresses or telephone number provided. Also, all requests shall be in writing and addressed to the BAC Secretariat-Main.*

15. You may visit the following websites for downloading of Bidding Documents:
- **Office of the Ombudsman Official Website:** [www.ombudsman.gov.ph](http://www.ombudsman.gov.ph) (see links under *Bid Announcements*> under *Invitation to Bid*)
  - **Log in at PhilGEPS Website:** <https://notices.philgeps.gov.ph/>

28 March 2023, Quezon City, Philippines.

  
**ADORACION A. AGBADA**  
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, Maintenance and Other Services Requirement (Including Supplies and Materials) for the Office of the Ombudsman**, with identification number **PB 2023-02**.

*[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 the year 2023 in the amount of **Thirty-Nine Million Six Hundred Forty-Six Thousand Eight Hundred Sixteen Pesos and Twelve Centavos (₱39,646,816.12)**.

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 **Updated 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 **Updated 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 **Updated 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 **Updated 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.**
- 7.2. x x x

## 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 **MS 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 **Updated 2016 RIRR** of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. x x x

## **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**.

12.2. x x x

### **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.

14.3. x x x

### **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**.
- 16.2. x x x

## 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.

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

- 17.2. The preliminary examination of bids shall be governed by Section 30 of the **Updated 2016 RIRR** 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 **Updated 2016 RIRR** of RA No. 9184.
- 18.2. x x x

## 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 **Updated 2016 RIRR** 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 **Updated 2016 RIRR** 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 **Updated 2016 RIRR** 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. x x x
- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

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

- 21.1. The documents required in Section 37.2 of the **Updated 2016 RIRR** of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.
- 21.2. x x x
- 21.3. x x x
- 21.4. x x x
- 21.5. x x x



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

# Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ol style="list-style-type: none"> <li>a. <b>Projects related to Janitorial Services</b></li> <li>b. completed within <b>five (5) years</b> prior to the deadline for the submission and receipt of bids.</li> </ol>
7.1	<b>The Procuring Entity has prescribed that subcontracting is not allowed.</b>
12	The price of the Goods shall be quoted delivered duty paid ( <b>DDP</b> ) to the <b>Office of the Ombudsman, Agham Road, Diliman, Quezon City</b> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ol style="list-style-type: none"> <li>a. The amount of not less than <b>₱792,936.32 which is equivalent to two percent (2%) of the ABC</b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b>₱1,982,340.81 which is equivalent to five percent (5%) of the ABC</b>, if bid security is in Surety Bond.</li> </ol>
15	<p>Each Bidder shall submit <b>one (1) original and one (1) certified true copy</b> 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 <b>“ORIGINAL COPY – ELIGIBILITY AND TECHNICAL COMPONENT”</b> and <b>“ORIGINAL COPY – FINANCIAL COMPONENT”</b>, respectively, to avoid confusion and BOTH envelopes shall be placed inside <b>ONE BIG SEALED</b> envelope.</p> <p>The bidder shall also submit <b>Copy No. 1</b> of the First Envelope and Second Envelope and placed inside <b>ONE BIG SEALED</b> envelope with markings on the inner envelopes as <b>“COPY NO. 1 - ELIGIBILITY AND TECHNICAL COMPONENT”</b> and <b>“COPY NO. 1 – FINANCIAL COMPONENT”</b>.</p> <p><b>For authentication purposes, <u>ALL PAGES</u></b> 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	<p><b>The project will be awarded by LOT.</b></p> <p><b>Public Bidding of One (1) Year Janitorial, Maintenance and Other Services Requirement (Including Supplies and Materials) for the Office of the Ombudsman (PB 2023-02)</b></p> <p><b>ABC = Thirty-Nine Million Six Hundred Forty-Six Thousand Eight Hundred Sixteen Pesos and Twelve Centavos (₱39,646,816.12)</b></p> <p>Any bid with a financial component exceeding this amount shall not be accepted.</p>
20.2	Post-qualification documents: <ol style="list-style-type: none"> <li>(i) SEC/DTI Registration;</li> <li>(ii) Valid &amp; Current Mayor's Permit/ Municipal Licenses–Year 2023;</li> <li>(iii) Valid Tax Clearance per Executive Order 398, Series of 2005;</li> <li>(iv) Certificate of VAT Registration;</li> </ol>

	<ul style="list-style-type: none"> <li>(v) Certificate of PhilGEPS Registration;</li> <li>(vi) Any proof of enrollment in the Electronic Filing and Payments System (EFPS);</li> <li>(vii) Latest income and business tax returns;</li> <li>(viii) Latest General Information Sheet (for corporation);</li> <li>(ix) Company Profile and List of Clients;</li> </ul> <p>Additional Post-qualification documents:</p> <ul style="list-style-type: none"> <li>(x) SSS Clearance Certificate of Compliance for Bidding and Accreditation Purposes;</li> <li>(xi) Philhealth Certificate of Compliance;</li> <li>(xii) PagIBIG Certificate of Compliance;</li> <li>(xiii) Bidder’s Sworn Affidavit: <ul style="list-style-type: none"> <li>a) That all supplies and materials to be delivered that are required to be regulated must be approved/certified by the Food and Drug Administration (FDA) or other concerned agencies);</li> <li>b) That the cited brands/labels for the supplies and materials will be the same brands/labels to be delivered and used at the Office of the Ombudsman during the duration of the contract. (see <b>Annex “C”</b>)</li> <li>c) An undertaking that the tools and equipment shown and approved during post qualification will be the one used by the Service Provider’s personnel during the duration of the contract. (see <b>Annex “C”</b>)</li> </ul> </li> </ul>
21.1	<p>Warranty Security – The obligation for the warranty for the supplies shall be covered by, at the supplier’s option, either retention money in an amount equivalent to <b>one percent (1%) of every progress payment, or a special bank guarantee equivalent to one percent (1%) of the total Contract Price, to be released after three (3) months from acceptance.</b></p>

## ***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 Updated 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 Updated 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 Updated 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**.
- 2.3. x xx
- 2.4. x xx

## 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 Updated 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 Updated 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><b>Delivery and Documents –</b></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 [<b>Quezon City, (Office of the Ombudsman, Agham Road, Diliman, Quezon City)</b>]. 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 <b>Quezon City (Office of the Ombudsman, Agham Road, Diliman, Quezon City)</b>. 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 is required for the period of <b><u>one (1) year and shall commence within thirty (30) days upon the receipt of Notice to Proceed.</u></b></p> <p>Delivery of the Services shall be made by the Supplier in accordance with the terms specified in Section VI, Schedule of Requirements.</p> <p>For the purpose of this Clause, the Procuring Entity’s Representative at the Project Site is <b>General Services Division.</b></p> <p><b>Incidental Services -</b></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"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; and</li> </ol>



- 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 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 materials 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-eight (128) 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.

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:**

1. Procurement of supplies and materials shall be bundled with the procurement of janitorial and maintenance services which will be on a “as need basis;”
2. A total of **128** janitorial and maintenance personnel shall be procured for **CY 2023 to CY 2024;**

3. The Service Provider shall comply with the required frequency of work by type of activity as enumerated in **OMB Bid Form No. 1 (Technical Proposal), Item No. 2.;**
4. The Service Provider shall supply all the tools, equipment, and other requirements as listed in **OMB Bid Form No. 1 (Technical Proposal), Item No. 3.;**
5. 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);
6. No deduction from the salary of workers shall be effected by the Service Provider for insurance premiums, bond for breakage, payment for 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;
7. Higher than minimum wage shall be given to supervisors and skilled personnel. The rate for maintenance personnel that will be assigned to OMB Pangasinan shall have the same rate as the skilled workers at the OMB Main Office;
8. Salaries shall be paid twice a month directly to the personnel at the Office of the Ombudsman and not at the office of the Service Provider or through automatic teller machine (ATM)-direct remittance;
9. 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;
10. The Service Provider shall comply with the existing labor laws and standards, including wage orders and relevant regulations of the Social Security System (SSS), Philippine Health Insurance Corporation (PhilHealth), Home Development Mutual Fund (Pag-ibig), Employees Compensation Commission (ECC). The Service Provider is likewise required to submit proof of remittance of the mandatory contributions covering its personnel;
11. The Service Provider shall provide adequate and responsible supervision over its personnel and shall assume full responsibility of their proper and efficient performance. In accordance thereto, the GSD may put in place a Feedback Mechanism to ensure proper and efficient performance by the personnel of the Service Provider;
12. 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;

13. The Service Provider shall assume full responsibility for any loss or damages due to theft, pilferage, robbery, sabotage and any form of trespass committed by its personnel;
14. 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;
15. The Service Provider 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 Provider shall ensure the timely substitution of its employee/s for orderly performance of duties and work continuity;
16. 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;
17. The Service Provider shall conform with the operating policies and procedures of the Office of the Ombudsman;
18. All tools, equipment, and hardware supplies that will be provided by the Service Provider must bear a DTI Sticker, PS Mark, and/or ICC sticker to ensure their quality and safety;
19. All liquid, powder, or bar cleaning supplies and materials or solvents that will be provided by the Service Provider should be FDA approved as indicated in their packaging and/or that the label should indicate that it is biodegradable so that it will not affect the bacterial culture in the Office's septic vaults;
20. The Service Provider shall ensure that its personnel will be equipped with the necessary tools and equipment throughout the duration of the contract; and,
21. 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 VI. Schedule of Requirements*

**PB 2023-02:  
PUBLIC BIDDING OF ONE (1) YEAR JANITORIAL, MAINTENANCE AND  
OTHER SERVICES REQUIREMENT (INCLUDING SUPPLIES AND MATERIALS)  
FOR THE OFFICE OF THE OMBUDSMAN**

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

Item/Lot Number	Description	Quantity	Total	Delivered, Weeks/Months

*Note: Delivery period is required within one (1) year and shall commence within thirty (30) days upon the receipt of Notice to Proceed.*

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

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

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## ***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 bidder complies with the Ombudsman Specifications. A Technical Proposal containing unchecked “Comply” boxes would be automatically rated as “FAILED.”)

Item No.	Office of the Ombudsman Technical Specifications	Bidder’s Statement of Compliance*																																
<b>1</b>	<b>Provision of One Hundred Twenty-Eight (128) Janitorial and Other Personnel such as:</b>  <table style="width: 100%; border: none;"> <thead> <tr> <th style="text-align: left; width: 70%;">Required Servicemen</th> <th style="text-align: right; width: 30%;">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>4a. Electrician (1<sup>st</sup> Shift)</td><td style="text-align: right;">2</td></tr> <tr><td>4b. Electrician (2<sup>nd</sup> Shift)</td><td style="text-align: right;">1</td></tr> <tr><td>4c. Electrician (3<sup>rd</sup> Shift)</td><td style="text-align: right;">2</td></tr> <tr><td>5a. STP Operator (1<sup>st</sup> Shift)</td><td style="text-align: right;">1</td></tr> <tr><td>5b. STP Operator (3<sup>rd</sup> Shift)</td><td style="text-align: right;">1</td></tr> <tr><td>6. Plumber</td><td style="text-align: right;">2</td></tr> <tr><td>7. Aircon Technician</td><td style="text-align: right;">6</td></tr> <tr><td>8. Gen Set Operator</td><td style="text-align: right;">1</td></tr> <tr><td>9. Carpenter/Mason</td><td style="text-align: right;">5</td></tr> <tr><td>10. Welder</td><td style="text-align: right;">1</td></tr> <tr><td>11. Painter</td><td style="text-align: right;">4</td></tr> <tr><td>12. Electronics Operator/Technician</td><td style="text-align: right;">2</td></tr> </tbody> </table>	Required Servicemen	No. of Manpower Needed	1. Janitor	74	2. Gardener	3	3. Environmental Personnel	3	4a. Electrician (1 <sup>st</sup> Shift)	2	4b. Electrician (2 <sup>nd</sup> Shift)	1	4c. Electrician (3 <sup>rd</sup> Shift)	2	5a. STP Operator (1 <sup>st</sup> Shift)	1	5b. STP Operator (3 <sup>rd</sup> Shift)	1	6. Plumber	2	7. Aircon Technician	6	8. Gen Set Operator	1	9. Carpenter/Mason	5	10. Welder	1	11. Painter	4	12. Electronics Operator/Technician	2	<input type="checkbox"/> Comply
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13. Maintenance Personnel (OMB Training Center, Rosales, Pangasinan)	2
14. Supervisor	1
15. Assistant Supervisor	1
16. Drivers (with LTO Restrictions, 1,2,3 or Equivalent New LTO Restrictions)	14
17. Auto Mechanic	2

**TOTAL 128**

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:

- 1<sup>st</sup> shift: 12 AM to 8 AM
- 2<sup>nd</sup> shift: 8 AM to 5 PM
- 3<sup>rd</sup> shift: 4 PM to 12 AM

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

<b>A. JANITORIAL ACTIVITIES</b>	
<b>ACTIVITY</b>	<b>FREQUENCY</b>
<b>FLOORS</b>	
1. Sweeping of vinyl floors;	<b>For ordinary offices</b> – twice a day (one in the morning, one in the afternoon) and as the need arises; <b>For frontline offices</b> – four times a day and as the need arises
2. Mopping of vinyl floors;	<b>For ordinary offices</b> – at least twice a day (one in the morning, one in the afternoon) and as the need arises; <b>For frontline offices</b> – 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	<input type="checkbox"/> Comply	
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		
<b>WALLS, CEILINGS, BASEBOARDS AND PARTITIONS</b>			
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		
<b>DRIVEWAYS, YARDS, PARKING AREA, DUMPSITE AND SURROUNDINGS</b>			<input type="checkbox"/> Comply
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		
<b>TRASH AND OTHER WASTES</b>		<input type="checkbox"/> Comply	
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		
<b>GLASS PANELS</b>		<input type="checkbox"/> Comply	
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	Once every two weeks (except for front glass doors, glass partitions,		



through scrubbing and wiping by application of cleaning solutions to remove dust, soot and grime.	and front glass windows which is every other day)	<input type="checkbox"/> Comply
<b>FURNITURES, FIXTURES AND EQUIPMENT</b>		
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	<input type="checkbox"/> Comply
25. Movement of furniture, equipment, supplies, and materials as may be necessary, and only upon instruction of the <b>PROCURING ENTITY</b> and/or any of its personnel;	As the need arises	
<b>STAIRWAYS, FIRE EXITS AND ENTRANCES</b>		<input type="checkbox"/> Comply
26. Keeping stairways, fire exits, and entrances clean and free of obstructions;	At all times	<input type="checkbox"/> Comply
<b>COMFORT ROOMS</b>		
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	<input type="checkbox"/> Comply
28. Scrubbing of CR wall tiles	Once a week as the need arises	
29. Cleaning, washing, sanitizing and disinfecting comfort room urinals, 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	
<b>KITCHEN, PANTRY AND CABINETS</b>		
33. Cleaning of kitchen countertops;	At least twice a day (one in the morning, one in the afternoon) and as the need arises	<input type="checkbox"/> Comply
34. Cleaning of pantry and cabinets;	Once a week and as the need arises	<input type="checkbox"/> Comply
<b>B. GROUND AND YARD MAINTENANCE</b>		
<b>ACTIVITY</b>	<b>FREQUENCY</b>	
<b>GROUNDS AND YARDS</b>		
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) as the need arises	

3. Bringing out to sun potted plants;	Once a week and as the need arises	<input type="checkbox"/> Comply
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	
<b>REPORTING</b>		
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 to 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	
<b>C. OTHER SERVICES</b>		
<b>ACTIVITY</b>	<b>FREQUENCY</b>	<input type="checkbox"/> Comply
<b>C1. ELECTRICIAN</b>		
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	
<b>C2. PLUMBER</b>		
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	
<input type="checkbox"/> Comply		

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	
<b>C3. AIRCON TECHNICIAN</b>		
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	<input type="checkbox"/> Comply
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	
<b>C4. MECHANIC</b>		<input type="checkbox"/> Comply
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	
<b>C5. CARPENTER</b>		<input type="checkbox"/> Comply
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	As the need arises	

painting requirements for proper disposition;		
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	
<b>C6. PAINTER</b>		
1. Perform painting and finishing requirements on the building and personnel facilities;	As the need arises	<input type="checkbox"/> Comply
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	
<b>C7. DRIVERS</b>		<input type="checkbox"/> Comply
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 arises	
4. Make minor repairs such as:		
a. Fixing punctures	As the need arises	
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, breakdowns, 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	As the need arises	

situations such as typhoons, floods, earthquakes, power failures and fire incidents;		
<b>C.8 SUPERVISOR/ASSISTANT SUPERVISOR</b>		<input type="checkbox"/> Comply
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	
<b>STP Operator Duties and Responsibilities:</b>		<input type="checkbox"/> Comply
1. In-charge of monitoring the sludge level on regular basis.		
2. In-charge of the operation and monitoring of the following equipment: pumps, Control panel, Decanter, Air blowers and Reactor;		
3. Remove regularly all floating FOG plastic, etc. that have accumulated daily;		
4. Remove solid waste materials trapped at bar screen daily;		
5. Report to Process Supervisor/Engineer any problem that may arise in the plant;		
6. Log all necessary information in the logbook such as decant time, flowrate and others that may be called by the Officer or required by DENR or LLDA.		
7. Inform and coordinate any abnormal or emergency situation;		
8. Perform housekeeping cleaning of all areas of STP.		
<p>The Sewage Treatment Plant is operating 24 hours daily. The STP Operator shall monitor the following stages of processing:</p> <ol style="list-style-type: none"> <li>1. Static Fill Process (1 Hour operational time) – the Static Process shall fill and screen the waste water out of Septic Vault (waste coming out from Comfort Rooms, Lavatories and Other sources of waste water) going to SBR (Sequencing Batch Reactor) or Grit Chamber until it reached the volume capacity.</li> <li>2. Mix Fill Process (3 hours operational time) – Inside the SBR, the waste water will undergo boiling and aeration or removal of undesirable gases dissolved in water and to add oxygen for oxidation of substances like oils, decomposing products of algae, etc.</li> <li>3. Settling (2 hours operational time) – sedimentation of clean water from sludge (solid waste) and other treatment process like biological treatment to remove find solid waste.</li> <li>4. Decanting (30 minutes operational time) – Disposal of clean water to the main (street) sewerage system</li> </ol>		



	6 to 32 mm		
16	1/2" Square 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 (1/18", 1/17", 1/16" – 3/8")	1	set

D.	PLUMBER TOOLS	QUANTITY	UNIT
1	Hack Saw w/ Blade	2	sets
2	Spare Hack Saw Blades (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	Blind Rivets (1/8" x 1/2")	2	boxes
10	Vise Grip 8" Curved Jaw	2	pcs.
	Straight Flat Jaw	2	pcs.
11	Flat Cold Chisel 1" x 8"	2	pcs.
12	Pointed Cold Chisel 8"	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 Pliers 8"	2	pcs.
19	Portable Welding Machine 200Amps AC, Inverted type	2	pcs.
20	Electric Drill 580w	2	units
21	Drill Bit HSS 1/8" to 1/2"	2	sets
22	Drill Bit Masonry 1/8" – 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, 650w-810 w.	2	pcs.
28	Tool Box	2	pcs.
29	Cutting Disk, 1/8" x 4"Φ	30	pcs.
30	Grinding Disk, 1/4" x 4" Φ	30	pcs.

Comply

E.	AIRCON TECHNICAL TOOLS & EQUIPMENT	QUANTITY	UNIT
1	Industrial Type Pressure Washer w/ access - Standard Wash Gun - Wash Gun Nozzle Extension - 30 meters Discharge Hose/Unit - 5 meters Suction Hose/Unit - 1 pc. Trigger Gun/Unit	2	units
2	Diagonal Pliers 8", insulated	6	pcs.
3	Long Nose Pliers 8", insulated	6	pcs.
4	Philips Screw Driver 8", including handle	6	pcs.
5	Philips Screw Driver 8 mm x 10", including handle	6	pcs.
6	Aluminum Ladder, 6 ft.	2	pcs.
7	Philips Screw Driver 3" x 1/8", including handle	6	pcs.
8	Slotted Screw Driver 8", including handle	6	pcs.
9	Slotted Screw Driver 8 mm x 10", including handle	6	pcs.
10	Aluminum Ladder, 9 ft.	2	pcs.
11	Slotted Screw Driver 5" x 1/8", including handle	6	pcs.
12	Clamp Tester (1 set analogue & 1 set Digital)	2	pcs.
13	Electric Drill 500w (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

Comply

16	Hack Saw	1	unit
17	Hack Saw Blade (Replenishable)	9	pcs/mon.
18	Allen Wrench 1.5mm to 10mm	2	sets
19	Allen Wrench 50 – 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	pcs.
23	Vise Grip 8”	2	pcs.
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 3 way for Inverter	2	sets
31	Portable Low Pressure Washer (30 meters Discharged Hose/Unit)	1	set
32	Refrigerant and Combustible Gas Leak Detector	1	set
33	Socket Wrench Set 1/2" Square Drive Socket 29 pcs. 12 pt. Std. 8 to 36m 10” Ratchet 15 3/4" Flex Handle 2 1/2", 5”, 10” Extension 2 3/8” Universal Joint in Metal Box	1	set
34	Socket Wrench Set 1/4" Square Drive (sizes- 3/16”, 7/32”, 1/4”,	1	set
35	Soldering Iron 40w	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 analogue & 1 pc. Digital)	3	sets
41	Phase Rotation Tester (3 phase)	1	pc.
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 Pumps, 1/2 H, 230 v 1725 rpm (for refrigeration)	1	box
46	Thermal Radiation Thermometer (Laser Thermometer)	1	pc.
47	Electric Air Blower & Vacuum Cleaner (19000 rpm)	2	pcs.
48	Electric Hammer Drill, heavy duty (Rotary 24mm/15/16”)	1	unit
49	Portable Grinder (Angle) 100 mm/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
<b>F. ELECTRICIAN TOOLS &amp; EQUIPMENT</b>			
1	Multi Tester, heavy duty	5	units
2	Clamp tested (digital)	1	unit
3	Test Light	5	units
4	Crimping Tools for Telephone Modular RJ11	1	unit
5	Slip Joint Pliers	5	pcs.
6	Philips Screw Driver 8”	5	pcs.
7	Slotted Screw Driver 8”	5	pcs.
8	Allen Wrench 1.5mm to 10mm	5	sets
9	Long Nose Pliers 8”, insulated electrical grade	5	pcs.
10	Side Cutter Pliers 7”, insulated electrical grade	5	pcs.
11	Diagonal Pliers 8”, insulated electrical grade	5	pcs.
12	Vise Grip 8”, heavy duty	5	pcs.
13	Electric Soldering Iron	1	unit
14	Soldering Lead (40-60)	1	roll
15	Knock Out Punch 1/2" to 2”	1	set
16	Ball Peen Hammer, (half Pounder)	1	pc.

Comply



17	Cold Chisel 1/2" x 10" (1 pointed; 1 flat)	1	pc.
18	Electric Drill 500w, heavy duty	1	unit
19	Drill Bit HSS 1/8" to 1/2" (set of 4 bits, at least)	1	set
20	Drill Bit Masonry 1/8" to 1/2" (set of 4 bits, at least)	1	set
21	Socket Wrench w/ 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	unit
24	Splicer	5	pcs.
25	Eye Goggles (generic)	1	pc.
26	Gun Tucker T-25	5	pcs.
27	Rechargeable Flashlight (generic)	5	pcs.
28	Leather Tool Holster	5	pcs.
29	Tool Box, (at least 7"x9"x17"), plastic	5	pcs.
30	Hack Saw	1	pc.
31	Hack Saw Blade (Replenishable)	2	pcs/mon
32	Aluminum Ladder 8", heavy duty	2	unit
33	Aluminum Ladder 10", heavy duty	2	unit
34	Safety Belt	5	pcs.

G.	CARPENTER & PAINTER TOOLS & EQUIPMENT	QUANTITY	UNIT
<b>I. POWER/ELECTRIC HAND TOOLS</b>			
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"Φ 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, 11 kgs: >1/500w, variable chisel fitting	1	set
7	Router, wood working, 12mm	1	set
8	Jigsaw, variable speed, Pendulum action, complete with blades	2	sets
9	Wet Stone/Bench Grinder, table mounted dual disc	1	set
<b>II. OTHER HAND TOOLS</b>			
1	Claw Hammer, 11" wooden handle	4	pcs.
2	Cross Cut Saw, 26"	2	pcs.
3	Wooden Chisel, 1/4"x1/2", 1" and 1 1/2" blades width	2	sets
4	Saw File, #4, Triangular, regular taper	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.
	Philip (cross) 8"	4	pcs.
8	Wood Rasp, 12"	2	pcs.
<b>III. OTHER TOOLS/EQUIPMENT</b>			
1	Air Compressor, 2HP w/ 15M Discharge Hose	1	unit
2	Router Bits, #1, #12	1	set
3	Carborundum Stone, 8", sharpening	2	pcs.
4	Spirit Level, 18" Aluminum Body, box type with Horizontal, Vertical	2	pcs.
5	Plumb Bob, 150 grams	2	pcs.
6	Pull-push ule, 5 M, 16 ft. Steel	5	pcs.
7	Spray Gun, 3.5 to 50lbs., Multi Purpose, Air Spray	1	set
8	Hole Saw, 1/4" 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 fact reusable Anti-dust gas	10	pcs.
11	Welding Machine 255A	1	set
12	Gun tucker	1	pc.
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.

Comply

17	Steel Mason Finishing (Rodela Bakal)	1	pc.	<input type="checkbox"/> Comply
<b>H.</b>	<b>AUTO MECHANIC (MOTORPOOL) TOOLS &amp; EQUIPMENT</b>	<b>QUANTITY</b>	<b>UNIT</b>	
1	Socket Wrench, 1/2 drive, heavy duty	2	sets	
2	Welding Machine Digital, inverter, 200A	1	unit	
3	Allen Wrench, heavy duty	2	sets	
4	A/C gauge, R12-R22, 134A HVAC (90cm/36")	1	unit	
5	Volt Meter, RS14 (10A-AC), 600 V-AC, 10 AM DC, 600 DC) DT 914	1	unit	
6	Battery Charger, 60 A-12/24 volts	1	unit	
7	Air Compressor, ¼ HP, belt driven	1	unit	
8	Impact Wrench	1	unit	
9	Torque Reduction Wrench	1	unit	
10	Philip 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			
13	Safety Shoes	2	sets	
14	Uniform with pants	2	sets	

**JANITORIAL SUPPLIES AND MATERIALS**

Schedule of Delivery / Item	Quantity per Schedule of Delivery	Quantity per Annum	Unit	Indicate here the Brand Name/Label	Statement of Compliance
<b>A. MONTHLY</b>					
1	Scrubbing Pad 16”, green, 1” Thick	20	240	pcs.	
2	Rags (Flanella type)	100	1200	yards	
3	Liquid Hand Soap	40	480	gallons	
4	Dishwashing Liquid	40	480	liters	
5	Trash Bag (XXL Transparent)	1760	21120	pcs.	
6	Trash Bag (Large, Transparent)	1628	19536	pcs.	
7	Trash Bag (Small, Transparent)	3256	39072	pcs.	
8	Detergent Washing Powder Soap	88	1056	kgs.	
9	Scrubbing Pad, 4” x 16”, green	74	888	pcs.	
10	Carpet Shampoo	2	24	gallons	
11	Carper Stain Remover	1	12	gallons	
12	Deodorant Cake, 50 grams	500	6000	pcs.	
13	Paste Wax (Red Light Wax)	3	36	gallons	
14	Disinfectant (Aerosol Type) at least 320ml	74	888	cans	
15	Air Freshener (Aerosol Type) at least 320ml	74	888	cans	
16	Toilet Bowl Cleaner, disinfectant	35	420	gallons	

Comply

17	Furniture Shine/Polish, Aerosol Type at least 320 ml	74	888	cans	
18	Rubber Hand Gloves, Heavy Duty	20	240	pairs	
19	Mop Head	159	1908	pcs.	
<b>B. QUARTERLY</b>					
20	Marble Liquid Wax (crystallizer)	6	24	gallons	<input type="checkbox"/> Comply
21	Steel Wool (16 giant pads, 200 grams/tube)	50	200	tubes	
22	Polishing Pad 16", white, 1' thick	25	100	pcs.	
23	Stripping Pad 16", black, 1' thick	25	100	pcs.	
24	Soft Broom ("walis tambo")	74	296	pcs.	
25	Stick Broom ("walis tingting")	50	200	pcs.	
26	Stripper Wax	15	60	gallons	
27	All Purpose Cleaner (4 liters/gallon)	20	80	gallons	
28	Vinyl wax/Complete Wax	15	60	gallons	
29	Glass Cleaner (4 liters/gallon)	2	8	gallons	
30	Metal Polish (150 ml)	10	40	cans	
31	Mop Handle	135	540	pcs.	
32	Trigger Spray Bottle (cap. 500 ml)	74	296	pcs.	
<b>C. SEMESTRAL</b>					
33	Wood Hand Brush w/ handle	40	80	pcs.	<input type="checkbox"/> Comply
34	Toilet Bowl Brush w/ handle	40	80	pcs.	

35	Ceiling Broom	30	60	pcs.		
<b>D. ANNUAL</b>						
36	Dust Pan	80	80	pcs.		<input type="checkbox"/> Comply
37	Plunge/Toilet Rubber Pump, Heavy Duty	25	25	pcs.		
38	Plastic Pail	74	74	pcs.		
39	Squeegee w/ metal handle	74	74	pcs.		
40	Putty Knife (spatula)	25	25	pcs.		
41	Push Brush 12" with handle	74	74	pcs.		
42	Liquid hand soap dispenser (pump refillable empty bottle, capacity 400-500 ml), heavy duty	72	72	pcs.		
43	Dust Mop Head, cotton	15	15	pcs.		
<b>CERTIFICATION</b>						
<p>This is to certify that the above cited brands/labels for the supplies and materials will be the same brands/labels to be delivered and used at the Office of the Ombudsman during the duration of the contract.</p> <p>Attached are the pictures of the supplies and materials as reference.</p>						<input type="checkbox"/> Comply

<b>4</b>	<b>Other Requirements/Terms and Conditions:</b>	<input type="checkbox"/> Comply
	22. Procurement of supplies and materials shall be bundled with the procurement of janitorial and maintenance services which will be on a “as need basis”;	<input type="checkbox"/> Comply
	23. A total of 128 janitorial and maintenance personnel shall be procured for CY 2023 to CY 2024;	<input type="checkbox"/> Comply
	24. The Service Provider shall comply with the required frequency of work by type of activity as enumerated in Appendix “A”;	<input type="checkbox"/> Comply
	25. The Service Provider shall supply all the tools, equipment, and other requirements as listed in Appendix “B”;	<input type="checkbox"/> Comply
	26. 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
	27. No deduction from the salary of workers shall be effected by the Service Provider for insurance premiums, bond for breakage, payment for 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
	28. Higher than minimum wage shall be given to supervisors and skilled personnel. The rate for maintenance personnel that will be assigned to OMB Pangasinan shall have the same rate as the skilled workers at the OMB Main Office;	<input type="checkbox"/> Comply
	29. Salaries shall be paid twice a month directly to the personnel at the Office of the Ombudsman and not at the office of the Service Provider or through automatic teller machine (ATM)-direct remittance;	<input type="checkbox"/> Comply
	30. 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
	31. The Service Provider shall comply with the existing labor laws and standards, including wage orders and relevant regulations of the Social Security System (SSS), Philippine Health Insurance Corporation (PhilHealth), Home Development Mutual Fund (Pag-ibig), Employees Compensation Commission (ECC). The Service Provider is likewise required to submit proof of remittance of the mandatory contributions covering its personnel;	<input type="checkbox"/> Comply
	32. The Service Provider shall provide adequate and responsible supervision over its personnel and shall assume full responsibility of their proper and efficient performance. In accordance thereto, the GSD may put in place a Feedback Mechanism to ensure proper and efficient performance by the personnel of the Service Provider;	<input type="checkbox"/> Comply
	33. 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
	34. The Service Provider shall assume full responsibility for any loss or damages due to theft, pilferage, robbery, sabotage and any form of trespass committed by its personnel;	<input type="checkbox"/> Comply
	35. 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

	36. The Service Provider 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 Provider shall ensure the timely substitution of its employee/s for orderly performance of duties and work continuity;	<input type="checkbox"/> Comply
	37. 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
	38. The Service Provider shall conform with the operating policies and procedures of the Office of the Ombudsman;	<input type="checkbox"/> Comply
	39. All tools, equipment, and hardware supplies that will be provided by the Service Provider must bear a DTI Sticker, PS Mark, and/or ICC sticker to ensure their quality and safety.	<input type="checkbox"/> Comply
	40. All liquid, powder, or bar cleaning supplies and materials or solvents that will be provided by the Service Provider should be FDA approved as indicated in their packaging and/or that the label should indicate that it is biodegradable so that it will not affect the bacterial culture in the Office’s septic vaults;	<input type="checkbox"/> Comply
	41. The Service Provider shall ensure that its personnel will be equipped with the necessary tools and equipment throughout the duration of the contract; and	<input type="checkbox"/> Comply
	42. 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

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

Very truly yours,

\_\_\_\_\_  
Signature Over Printed Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Company

\_\_\_\_\_  
Telephone Number/s

\_\_\_\_\_  
Email address/es

\_\_\_\_\_  
Date signed

<b>Statement of Compliance</b>
<i>[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” 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>

# OMBUDSMAN BID FORM NO. 2-FINANCIAL PROPOSAL WITH UNDERTAKING

## BID FORM

Date : \_\_\_\_\_

Project Identification No. : **PB 2023-02**

**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 OF ONE (1) YEAR JANITORIAL, MAINTENANCE AND OTHER SERVICES REQUIREMENT (INCLUDING SUPPLIES AND MATERIALS) FOR THE OFFICE OF THE OMBUDSMAN**, in conformity with the said \_\_\_\_\_ PBDs for the \_\_\_\_\_ 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 **Summary of Detailed Cost Breakdown (Annex A), Detailed Annual Contract Rate for Janitorial Other Maintenance Personnel (Annexes "A-1" to "A-9") and Cost Breakdown of Janitorial Supplies and Materials (Annex "A-10") and Price Schedule (Annexes "B" to "B-1")**, 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:

Quantity	Unit	Item Description	Total Price (Should be 12% VAT Inclusive)
1	Lot	<b>One (1) Year Janitorial and Other Maintenance and Other Services Requirement (including Supplies and Materials) for the Office of the Ombudsman</b>	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 *[Special Power of Attorney/Secretary's Certificate/Certification from the Bidder/Authority issued by the bidder]*.

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

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

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

Please also provide the following details for purposes of Bid notification required under Section 25.7 of the 2016 IRR (kindly provide details of **at least two (2)** officers of your company):

**Name of Proprietor/ Managing Partner / President:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Email Address/es:** \_\_\_\_\_

**Contact Number/s:** \_\_\_\_\_

**Name of Proprietor/ Managing Partner / President:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Email Address/es:** \_\_\_\_\_

**Contact Number/s:** \_\_\_\_\_

## ANNEX “A”

### SUMMARY OF LABOR COSTS/ SUMMARY OF DETAILED COST BREAKDOWN

Required Servicemen	No. of Manpower Needed	Daily Rate	Monthly Cost per Personnel	Contract Duration	Amount Per Year	Total Amount by Reference Table	Reference
1. Janitor	74	570		12 months			Annex “A-1”
2. Gardener	3	570		12 months			
3. Environmental Personnel	3	570		12 months			
4a. Electrician (1st Shift)	2	653		12 months			Annex “A-2”
4b. Electrician (2nd Shift)	1	653		12 months			
4c. Electrician (3rd Shift)	2	653		12 months			
5a. STP Operator (1st Shift)	1	653		12 months			Annex “A-3”
5b. STP Operator (3rd Shift)	1	653		12 months			
6. Plumber	2	653		12 months			Annex “A-4”
7. Aircon Technician	6	653		12 months			
8. Gen Set Operator	1	653		12 months			
9. Carpenter/Mason	5	653		12 months			
10. Welder	1	653		12 months			
11. Painter	4	653		12 months			
12. Electronics Operator/Technician	2	653		12 months			
13. Maintenance Personnel (OMB Training Center, Rosales, Pangasinan)	2	653		12 months			Annex “A-5”
14. Supervisor	1	677		12 months			Annex “A-6”
15. Assistant Supervisor	1	653		12 months			Annex “A-7”
16. Drivers (with LTO Restrictions 1,2,3 or equivalent New LTO Restrictions)	14	725		12 months			Annex “A-8”
17. Auto Mechanic	2	653		12 months			Annex “A-9”
<b>Total</b>	<b>128</b>				-		

### SUMMARY OF TOTAL BID PRICE

**A. Labor Costs**

**A. Amount Due to Personnel** \_\_\_\_\_

**B. Government Dues** \_\_\_\_\_

**C. Administrative Costs (Contractor’s Fee) (\_\_\_\_\_ % of A. and B.)** \_\_\_\_\_

**D. Value Added Tax (12% of A. + B. + C.)** \_\_\_\_\_

*(Reference: Annexes “A-1” to “A-9” – Detailed Cost Breakdown of Contract Rate)*

**B. Cost of Supplies and Materials**

*(Reference: Annex “A-10” – Detailed Cost Breakdown of Janitorial Supplies and Materials per Annum)*

**TOTAL BID PRICE (A. Labor Costs plus B. Cost of Supplies and Materials)** \_\_\_\_\_

**TOTAL BID PRICE IN WORDS:** \_\_\_\_\_

Prepared by:

\_\_\_\_\_  
Signature Over Printed Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date signed

**ANNEX “A-1”**  
**DETAILED COST BREAKDOWN OF ANNUAL CONTRACT RATE**  
**(For Gardeners, Janitors and Environmental Personnel)**

Tab 1

COST BREAKDOWN OF ANNUAL CONTRACT RATE  
(Janitors, Gardeners, Environmental Personnel)

ASSUMPTIONS	Bid Price
<b>1. Number of Personnel Required</b>	<b>80</b>
1.a. Gardeners	3
1.b. Janitors	74
1.c. Environmental Personnel	3
<b>2. Total Number of Days Per Year</b>	<b>313</b>
2.a. Ordinary days per year	295
2.b. Regular Holidays	12
2.c. Special Non-Working Days	6
<b>3. Wage Order RB-NCR-23 Effective June 04, 2022</b>	<b>570</b>
3.a. New Minimum Wage Rate (Basic Pay)	570
3.b. COLA per day (Integrated in the basic pay)	-
<b>COMPUTATION</b>	
<b>A. Amount Due to Personnel</b>	
a.1. Basic Salary (= Basic pay X 313 days / 12 months)	
a.2. Night Differential	
a.2.1 Ordinary Working Days (additional 10%)	
a.2.1 Regular Holidays (additional 120%)	
a.2.1 Rest Days (additional 43%)	
a.2.1 Special Days (additional 43%)	
a.3. Cost of Living Allowance (COLA) (=COLA Rate*(313 mandays /12 months))	
a.4. 13 <sup>th</sup> Month Pay (= a.1. / 12 months)	
a.5. Five Days Service Incentive Leave Pay (= (Basic Pay*5)/12)	
<b>Sub-total A</b>	
<b>B. Government Dues</b>	
b.1. Social Security System	
b.1.a. Employer's (ER) - Regular Social Security (SS) Contribution	
b.1.b. Employer's (ER) - Employee's Compensation (EC) Contribution	
b.1.c. Employer's (ER) - Workers' Investment and Saving's Program (WISP) Contribution	
b.2. Philhealth	
b.3. PAG-IBIG Fund Contribution	
<b>Sub-total B</b>	
<b>C. Administrative Costs (Contractor's Fee) ( _____ % of A. and B.)</b>	
<b>D. Value Added Tax (12% of A. + B. + C.)</b>	
<b>Total Monthly Cost Per Personnel</b>	
<b>Multiply by the Number of Personnel Needed</b>	<b>80</b>
<b>Total Cost per Month</b>	
A. Amount Due to Personnel	
B. Government Dues	
C. Administrative Fee Per Person	
D. Value Added Tax	
<b>Total Cost Per Month</b>	
<b>Multiply by 12 months</b>	<b>12</b>
<b>Total Cost for One Year</b>	
A. Amount Due to Personnel	
B. Government Dues	
C. Administrative Fee	
D. Value Added Tax	
<b>Total Cost for One Year</b>	

**ANNEX “A-2”**  
**DETAILED COST BREAKDOWN OF ANNUAL CONTRACT RATE**  
**(For Electricians [3 shifts])**

Tab 2

COST BREAKDOWN OF ANNUAL CONTRACT RATE (For Electricians (3 Shifts))			
ASSUMPTIONS	Bid Price		
	1st Shift (12MN to 8AM)	2nd Shift (8AM to 5PM)	3rd Shift (4PM to 12MN)
	AMOUNT	AMOUNT	AMOUNT
<b>1. Number of Personnel Required</b>	<b>2</b>	<b>1</b>	<b>2</b>
1.a. Electrician	2	1	2
<b>2. Total Number of Days Per Year</b>	<b>313</b>	<b>313</b>	<b>313</b>
2.a. Ordinary Working Days	295	295	295
2.b. Regular Holidays (10)	12	12	12
2.c. 52 rest days x 130% = 67.6		-	-
2.d. Special (Non-Working) Days	6	6	6
<b>3. Wage Order RB-NCR-23 Effective June 04, 2022</b>	<b>653</b>	<b>653</b>	<b>653</b>
3.a. Basic Pay	653	653	653
3.b. COLA per day	-	-	-
<b>COMPUTATION</b>			
<b>A. Amount Due to Personnel</b>			
a.1. Basic Salary (= Basic pay X 313 days / 12 months)			
a.2. Night Differential			
a.2.1 Ordinary Working Days <i>(additional 10%)</i>			
a.2.1 Regular Holidays <i>(additional 120%)</i>			
a.2.1 Rest Days <i>(additional 43%)</i>			
a.2.1 Special Days <i>(additional 43%)</i>			
a.3. Cost of Living Allowance (COLA) (=COLA Rate*(313 mandays /12 months))			
a.4. 13 <sup>th</sup> Month Pay (= a.1. / 12 months)			
a.5. Five Days Service Incentive Leave Pay (= (Basic Pay*5)/12)			
<b>Sub-total A</b>			
<b>B. Government Dues</b>			
b.1. Social Security System			
b.1.a. Employer's (ER) - Regular Social Security (SS) Contribution			
b.1.b. Employer's (ER) - Employee's Compensation (EC) Contribution			
b.1.c. Employer's (ER) - Workers' Investment and Saving's Program (WISP) Contribution			
b.2. Philhealth			
b.3. PAG-IBIG Fund Contribution			
<b>Sub-total B</b>			
<b>C. Administrative Costs (Contractor's Fee) ( _____ % of A. and B.)</b>			
<b>D. Value Added Tax (12% of A. + B. + C.)</b>			
<b>Total Monthly Cost Per Personnel</b>			
<b>Multiply by the Number of Personnel Needed</b>	<b>2</b>	<b>1</b>	<b>2</b>
<b>Total Cost per Month</b>			
A. Amount Due to Personnel			
B. Government Dues			
C. Administrative Fee Per Person			
D. Value Added Tax			
<b>Total Cost Per Month</b>			
<b>Multiply by 12 months</b>	<b>12</b>	<b>12</b>	<b>12</b>
<b>Total Cost for One Year</b>			
A. Amount Due to Personnel			
B. Government Dues			
C. Administrative Fee			
D. Value Added Tax			
<b>Total Cost for One Year</b>			

**ANNEX “A-3”**  
**DETAILED COST BREAKDOWN OF ANNUAL CONTRACT RATE**  
**(For STP Operators – [2 shifts])**

COST BREAKDOWN OF ANNUAL CONTRACT RATE (For STP Operators (2 Shifts))	Tab 3	
ASSUMPTIONS	Bid Price	
	1st Shift (12MN to 8AM)	3rd Shift (4PM to 12MN)
	AMOUNT	AMOUNT
<b>1. Number of Personnel Required</b>	<b>1</b>	<b>1</b>
1.a. STP Operator	1	1
<b>2. Total Number of Days Per Year</b>	<b>313</b>	<b>313</b>
2.a. Ordinary Working Days	295	295
2.b. Regular Holidays (10)	12	12
2.c. 52 rest days x 130% = 67.6		
2.d. Special (Non-Working) Days	6	6
<b>3. Wage Order RB-NCR-23 Effective June 04, 2022</b>	<b>653</b>	<b>653</b>
3.a. Basic Pay	653	653
3.b. COLA per day	-	-
<b>COMPUTATION</b>		
<b>A. Amount Due to Personnel</b>		
a.1. Basic Salary (= Basic pay X 313 days / 12 months)		
a.2. Night Differential		
a.2.1 Ordinary Working Days (additional 10%)		
a.2.1 Regular Holidays (additional 120%)		
a.2.1 Rest Days (additional 43%)		
a.2.1 Special Days (additional 43%)		
a.3. Cost of Living Allowance (COLA) (=COLA Rate*(313 mandays /12 months))		
a.4. 13 <sup>th</sup> Month Pay (= a.1. / 12 months)		
a.5. Five Days Service Incentive Leave Pay (= (Basic Pay*5)/12)		
<b>Sub-total A</b>		
<b>B. Government Dues</b>		
b.1. Social Security System		
b.1.a. Employer's (ER) - Regular Social Security (SS) Contribution		
b.1.b. Employer's (ER) - Employee's Compensation (EC) Contribution		
b.1.c. Employer's (ER) - Workers' Investment and Saving's Program (WISP) Contribution		
b.2. Philhealth		
b.3. PAG-IBIG Fund Contribution		
<b>Sub-total B</b>		
<b>C. Administrative Costs (Contractor's Fee) ( _____ % of A. and B.)</b>		
<b>D. Value Added Tax (12% of A. + B. + C.)</b>		
<b>Total Monthly Cost Per Personnel</b>		
<b>Multiply by the Number of Personnel Needed</b>	<b>1</b>	<b>1</b>
<b>Total Cost per Month</b>		
A. Amount Due to Personnel		
B. Government Dues		
C. Administrative Fee Per Person		
D. Value Added Tax		
<b>Total Cost Per Month</b>		
<b>Multiply by 12 months</b>	<b>12</b>	<b>12</b>
<b>Total Cost for One Year</b>		
A. Amount Due to Personnel		
B. Government Dues		
C. Administrative Fee		
D. Value Added Tax		
<b>Total Cost for One Year</b>		

**ANNEX “A-4”**  
**DETAILED COST BREAKDOWN OF ANNUAL CONTRACT RATE**  
**(For Plumber, Aircon Technician, Genset Operator, Carpenter/Mason, Welder, Painter and**  
**Electronics Operators/Technician)**

COST BREAKDOWN OF ANNUAL CONTRACT RATE

Tab 4

(For Plumbers, Aircon Technicians, Genset Operator, Carpenters/Masons,  
Welder, Painters, and Electronics Operators/Technicians)

Bid Price

ASSUMPTIONS	AMOUNT
<b>1. Number of Personnel Required</b>	<b>21</b>
1.a. Plumber	2
1.b. Aircon Technician	6
1.c. Genset Operator	1
1.d. Carpenter/Mason	5
1.e. Welder	1
1.f. Painter	4
1.g. Electronics Operator/Technician	2
<b>2. Total Number of Days Per Year</b>	<b>313</b>
2.a. Ordinary days per year	295
2.b. Regular Holidays	12
2.c. Special Non-Working Days	6
<b>3. Wage Order RB-NCR-23 Effective June 04, 2022</b>	<b>653</b>
3.a. Basic Pay	653
3.b. COLA per day (Integrated in the basic pay)	-
<b>COMPUTATION</b>	
<b>A. Amount Due to Personnel</b>	
a.1. Basic Salary (= Basic pay X 313 days / 12 months)	_____
a.2. Night Differential	_____
a.2.1 Ordinary Working Days (additional 10%)	_____
a.2.1 Regular Holidays (additional 120%)	_____
a.2.1 Rest Days (additional 43%)	_____
a.2.1 Special Days (additional 43%)	_____
a.3. Cost of Living Allowance (COLA) (=COLA Rate*(313 mandays /12 months))	_____
a.4. 13 <sup>th</sup> Month Pay (= a.1. / 12 months)	_____
a.5. Five Days Service Incentive Leave Pay (= (Basic Pay*5)/12)	_____
<b>Sub-total A</b>	_____
<b>B. Government Dues</b>	
b.1. Social Security System	
b.1.a. Employer's (ER) - Regular Social Security (SS) Contribution	_____
b.1.b. Employer's (ER) - Employee's Compensation (EC) Contribution	_____
b.1.c. Employer's (ER) - Workers' Investment and Saving's Program (WISP) Contribution	_____
b.2. Philhealth	_____
b.3. PAG-IBIG Fund Contribution	_____
<b>Sub-total B</b>	_____
<b>C. Administrative Costs (Contractor's Fee) ( _____ % of A. and B.)</b>	_____
<b>D. Value Added Tax (12% of A. + B. + C.)</b>	_____
<b>Total Monthly Cost Per Personnel</b>	_____
<b>Multiply by the Number of Personnel Needed</b>	<b>21</b>
<b>Total Cost per Month</b>	_____
A. Amount Due to Personnel	_____
B. Government Dues	_____
C. Administrative Fee Per Person	_____
D. Value Added Tax	_____
<b>Total Cost Per Month</b>	_____
<b>Multiply by 12 months</b>	<b>12</b>
<b>Total Cost for One Year</b>	_____
A. Amount Due to Personnel	_____
B. Government Dues	_____
C. Administrative Fee	_____
D. Value Added Tax	_____
<b>Total Cost for One Year</b>	_____

**ANNEX “A-5”**  
**DETAILED COST BREAKDOWN OF ANNUAL CONTRACT RATE**  
**(For Maintenance Personnel/Janitor at OMB-Training Center, Rosales, Pangasinan)**

COST BREAKDOWN OF ANNUAL CONTRACT RATE Tab 5  
Maintenance Personnel/Janitor  
(OMB Training Center, Rosales, Pangasinan) Bid Price

ASSUMPTIONS	AMOUNT
1. Number of Personnel Required	2
1.a. Maintenance Personnel/Janitor (OMB Training Center, Rosales, Pangasinan)	2
2. Total Number of Days Per Year	313
2.a. Ordinary days per year	295
2.b. Regular Holidays	12
2.c. Special Non-Working Days	6
3. Wage Order RB-NCR-23 Effective June 04, 2022	653
3.a. Basic Pay	653
3.b. COLA per day (Integrated in the basic pay)	-
<b>COMPUTATION</b>	

<b>A. Amount Due to Personnel</b>	
a.1. Basic Salary (= Basic pay X 313 days / 12 months)	_____
a.2. Night Differential	_____
a.2.1 Ordinary Working Days (additional 10%)	_____
a.2.1 Regular Holidays (additional 120%)	_____
a.2.1 Rest Days (additional 43%)	_____
a.2.1 Special Days (additional 43%)	_____
a.3. Cost of Living Allowance (COLA) (=COLA Rate*(313 mandays /12 months))	_____
a.4. 13 <sup>th</sup> Month Pay (= a.1. / 12 months)	_____
a.5. Five Days Service Incentive Leave Pay (= (Basic Pay*5)/12)	_____
<i>Sub-total A</i>	_____
<b>B. Government Dues</b>	
b.1. Social Security System	
b.1.a. Employer's (ER) - Regular Social Security (SS) Contribution	_____
b.1.b. Employer's (ER) - Employee's Compensation (EC) Contribution	_____
b.1.c. Employer's (ER) - Workers' Investment and Saving's Program (WISP) Contribution	_____
b.2. Philhealth	_____
b.3. PAG-IBIG Fund Contribution	_____
<i>Sub-total B</i>	_____
C. Administrative Costs (Contractor's Fee) ( _____ % of A. and B.)	_____
D. Value Added Tax (12% of A. + B. + C.)	_____
<b>Total Monthly Cost Per Personnel</b>	_____
<b>Multiply by the Number of Personnel Needed</b>	2
<b>Total Cost per Month</b>	_____
A. Amount Due to Personnel	_____
B. Government Dues	_____
C. Administrative Fee Per Person	_____
D. Value Added Tax	_____
<b>Total Cost Per Month</b>	_____
<b>Multiply by 12 months</b>	12
<b>Total Cost for One Year</b>	_____
A. Amount Due to Personnel	_____
B. Government Dues	_____
C. Administrative Fee	_____
D. Value Added Tax	_____
<b>Total Cost for One Year</b>	_____

**ANNEX “A-6”**  
**DETAILED COST BREAKDOWN OF ANNUAL CONTRACT RATE**  
**(For Supervisor)**

COST BREAKDOWN OF ANNUAL CONTRACT RATE  
(For Supervisor)

Tab 6

ASSUMPTIONS	Bid Price AMOUNT
1. Number of Personnel Required	1
1.a. Supervisor	1
2. Total Number of Days Per Year	313
2.a. Ordinary days per year	295
2.b. Regular Holidays	12
2.c. Special Non-Working Days	6
3. Wage Order RB-NCR-23 Effective June 04, 2022	677
3.a. Basic Pay	677
3.b. COLA per day (Integrated in the basic pay)	-
<b>COMPUTATION</b>	
<b>A. Amount Due to Personnel</b>	
a.1. Basic Salary (= Basic pay X 313 days / 12 months)	_____
a.2. Night Differential	_____
a.2.1 Ordinary Working Days (additional 10%)	_____
a.2.1 Regular Holidays (additional 120%)	_____
a.2.1 Rest Days (additional 43%)	_____
a.2.1 Special Days (additional 43%)	_____
a.3. Cost of Living Allowance (COLA) (=COLA Rate*(313 mandays /12 months))	_____
a.4. 13 <sup>th</sup> Month Pay (= a.1. / 12 months)	_____
a.5. Five Days Service Incentive Leave Pay (= (Basic Pay*5)/12)	_____
<b>Sub-total A</b>	_____
<b>B. Government Dues</b>	
b.1. Social Security System	_____
b.1.a. Employer's (ER) - Regular Social Security (SS) Contribution	_____
b.1.b. Employer's (ER) - Employee's Compensation (EC) Contribution	_____
b.1.c. Employer's (ER) - Workers' Investment and Saving's Program (WISP) Contribution	_____
b.2. Philhealth	_____
b.3. PAG-IBIG Fund Contribution	_____
<b>Sub-total B</b>	_____
C. Administrative Costs (Contractor's Fee) (_____ % of A. and B.)	_____
D. Value Added Tax (12% of A. + B. + C.)	_____
<b>Total Monthly Cost Per Personnel</b>	_____
<b>Multiply by the Number of Personnel Needed</b>	<b>1</b>
<b>Total Cost per Month</b>	_____
A. Amount Due to Personnel	_____
B. Government Dues	_____
C. Administrative Fee Per Person	_____
D. Value Added Tax	_____
<b>Total Cost Per Month</b>	_____
<b>Multiply by 12 months</b>	<b>12</b>
<b>Total Cost for One Year</b>	_____
A. Amount Due to Personnel	_____
B. Government Dues	_____
C. Administrative Fee	_____
D. Value Added Tax	_____
<b>Total Cost for One Year</b>	_____



**ANNEX “A-7”**  
**DETAILED COST BREAKDOWN OF ANNUAL CONTRACT RATE**  
**(For Assistant Supervisor)**

COST BREAKDOWN OF ANNUAL CONTRACT RATE  
(For Assistant Supervisor)

Tab 7

ASSUMPTIONS	Bid Price AMOUNT
1. Number of Personnel Required	1
1.a. Assistant Supervisor	1
2. Total Number of Days Per Year	313
2.a. Ordinary days per year	295
2.b. Regular Holidays	12
2.c. Special Non-Working Days	6
3. Wage Order RB-NCR-23 Effective June 04, 2022	653
3.a. Basic Pay	653
3.b. COLA per day (Integrated in the basic pay)	-
<b>COMPUTATION</b>	
<b>A. Amount Due to Personnel</b>	
a.1. Basic Salary (= Basic pay X 313 days / 12 months)	_____
a.2. Night Differential	_____
a.2.1 Ordinary Working Days (additional 10%)	_____
a.2.1 Regular Holidays (additional 120%)	_____
a.2.1 Rest Days (additional 43%)	_____
a.2.1 Special Days (additional 43%)	_____
a.3. Cost of Living Allowance (COLA) (=COLA Rate*(313 mandays /12 months)) <sup>(e) (ii)</sup>	_____
a.4. 13 <sup>th</sup> Month Pay (= a.1. / 12 months)	_____
a.5. Five Days Service Incentive Leave Pay (= (Basic Pay*5)/12)	_____
<b>Sub-total A</b>	_____
<b>B. Government Dues</b>	
b.1. Social Security System	
b.1.a. Employer's (ER) - Regular Social Security (SS) Contribution	_____
b.1.b. Employer's (ER) - Employee's Compensation (EC) Contribution	_____
b.1.c. Employer's (ER) - Workers' Investment and Saving's Program (WISP) Contribution	_____
b.2. Philhealth	_____
b.3. PAG-IBIG Fund Contribution	_____
<b>Sub-total B</b>	_____
<b>C. Administrative Costs (Contractor's Fee) ( _____ % of A. and B.)</b>	_____
<b>D. Value Added Tax (12% of A. + B. + C.)</b>	_____
<b>Total Monthly Cost Per Personnel</b>	_____
<b>Multiply by the Number of Personnel Needed</b>	<b>1</b>
<b>Total Cost per Month</b>	_____
A. Amount Due to Personnel	_____
B. Government Dues	_____
C. Administrative Fee Per Person	_____
D. Value Added Tax	_____
<b>Total Cost Per Month</b>	_____
<b>Multiply by 12 months</b>	<b>12</b>
<b>Total Cost for One Year</b>	_____
A. Amount Due to Personnel	_____
B. Government Dues	_____
C. Administrative Fee	_____
D. Value Added Tax	_____
<b>Total Cost for One Year</b>	_____

**ANNEX “A-8”**  
**DETAILED COST BREAKDOWN OF ANNUAL CONTRACT RATE**  
**(For Drivers – Bus, Coasters, & SUVs/APVs/MPVs)**

**COST BREAKDOWN OF ANNUAL CONTRACT RATE**  
**(For Drivers - Bus, Coasters, & SUVs/APVs/MPVs)**

Tab 8

ASSUMPTIONS	Bid Price AMOUNT
<b>1. Number of Personnel Required</b>	<b>14</b>
1.a. Drivers (with LTO Restrictions 1,2,3 or its equivalent to New LTO Driver's License Category)	14
<b>2. Total Number of Days Per Year</b>	<b>261</b>
2.a. Ordinary days per year	243
2.b. Regular Holidays	12
2.c. Special Non-Working Days	6
<b>3. Daily Wage</b>	<b>725</b>
3.a. Basic Pay	725
3.b. COLA per day (Integrated in the basic pay)	-

**COMPUTATION**

**A. Amount Due to Personnel**

- a.1. Basic Salary (= Basic pay X 261 days / 12 months) \_\_\_\_\_
- a.2. Night Differential \_\_\_\_\_
- a.2.1 Ordinary Working Days **(additional 10%)** \_\_\_\_\_
- a.2.1 Regular Holidays **(additional 120%)** \_\_\_\_\_
- a.2.1 Rest Days **(additional 43%)** \_\_\_\_\_
- a.2.1 Special Days **(additional 43%)** \_\_\_\_\_
- a.3. Cost of Living Allowance (COLA) (=PhP0.00\*(261 mandays /12 months)) \_\_\_\_\_
- a.4. 13<sup>th</sup> Month Pay (= a.1. / 12 months) \_\_\_\_\_
- a.5. Five Days Service Incentive Leave Pay (= (Basic Pay\*5)/12) \_\_\_\_\_

**Sub-total A**

**B. Government Dues**

- b.1. Social Security System (from Employer's (ER) Share) \_\_\_\_\_
- b.1.a. Employer's (ER) - Regular Social Security (SS) Contribution \_\_\_\_\_
- b.1.b. Employer's (ER) - Employee's Compensation (EC) Contribution \_\_\_\_\_
- b.1.c. Employer's (ER) - Workers' Investment and Saving's Program (WISP) Contribution \_\_\_\_\_
- b.2. Philhealth \_\_\_\_\_
- b.3. PAG-IBIG Fund Contribution \_\_\_\_\_

**Sub-total B**

**C. Administrative Costs (Contractor's Fee) ( \_\_\_\_\_ % of A. and B.)**

**D. Value Added Tax (12% of A. + B. + C.)**

**Total Monthly Cost Per Personnel**

**Multiply by the Number of Personnel Needed** 14

**Total Cost per Month**

- A. Amount Due to Personnel \_\_\_\_\_
- B. Government Dues \_\_\_\_\_
- C. One Year Administrative Fee Per Person \_\_\_\_\_
- D. One Year Value Added Tax \_\_\_\_\_

**Total Cost Per Month**

**Multiply by 12 months** 12

**Total Cost for One Year**

- A. Amount Due to Personnel \_\_\_\_\_
- B. Government Dues \_\_\_\_\_
- C. Administrative Fee \_\_\_\_\_
- D. Value Added Tax \_\_\_\_\_

**Total Cost for One Year**

**ANNEX “A-9”**  
**DETAILED COST BREAKDOWN OF ANNUAL CONTRACT RATE**  
**(For Auto Mechanic)**

Tab 9

**COST BREAKDOWN OF ANNUAL CONTRACT RATE**  
**(For Auto Mechanics)**

ASSUMPTIONS	Bid Price AMOUNT
<b>1. Number of Personnel Required</b>	2
1.a. Auto Mechanic	2
<b>2. Total Number of Days Per Year</b>	313
2.a. Ordinary days per year	295
2.b. Regular Holidays	12
2.c. Special Non-Working Days	6
<b>3. Daily Wage</b>	653
3.a. Basic Pay	653
3.b. COLA per day (Integrated in the basic pay)	-
<b>COMPUTATION</b>	
<b>A. Amount Due to Personnel</b>	
a.1. Basic Salary (= Basic pay X 313 days / 12 months)	_____
a.2. Night Differential	_____
a.2.1 Ordinary Working Days (additional 10%)	_____
a.2.1 Regular Holidays (additional 120%)	_____
a.2.1 Rest Days (additional 43%)	_____
a.2.1 Special Days (additional 43%)	_____
a.3. Cost of Living Allowance (COLA) (=PhP0.00*(313 mandays /12 months))	_____
a.4. 13 <sup>th</sup> Month Pay (= a.1. / 12 months)	_____
a.5. Five Days Service Incentive Leave Pay (= (Basic Pay*5)/12)	_____
<b>Sub-total A</b>	_____
<b>B. Government Dues</b>	
b.1. Social Security System (from Employer's (ER) Share)	
b.1.a. Employer's (ER) - Regular Social Security (SS) Contribution	_____
b.1.b. Employer's (ER) - Employee's Compensation (EC) Contribution	_____
b.1.c. Employer's (ER) - Workers' Investment and Saving's Program (WISP) Contribution	_____
b.2. Philhealth	_____
b.3. PAG-IBIG Fund Contribution	_____
<b>Sub-total B</b>	_____
<b>C. Administrative Costs (Contractor's Fee) ( _____ % of A. and B.)</b>	_____
<b>D. Value Added Tax (12% of A. + B. + C.)</b>	_____
<b>Total Monthly Cost Per Personnel</b>	_____
 <b>Multiply by the Number of Personnel Needed</b>	 2
<b>Total Cost per Month</b>	_____
A. Amount Due to Personnel	_____
B. Government Dues	_____
C. One Year Administrative Fee Per Person	_____
D. One Year Value Added Tax	_____
<b>Total Cost Per Month</b>	_____
 <b>Multiply by 12 months</b>	 12
<b>Total Cost for One Year</b>	_____
A. Amount Due to Personnel	_____
B. Government Dues	_____
C. Administrative Fee	_____
D. Value Added Tax	_____
<b>Total Cost for One Year</b>	_____

## ANNEX “A-10”

### DETAILED COST OF JANITORIAL SUPPLIES AND MATERIALS

Schedule of Delivery / Item	Quantity per Schedule of Delivery	Quantity per Annum	Unit	Price per Unit	Total Amount	Indicate here the Brand Name/Label	Remarks
Col. A	Col. B	Col. C	Col. D	Col. E	Col. F Col. C x Col. E	Col. G	Col. H
<b>A. MONTHLY</b>							
1	Scrubbing Pad 16”, green, 1” Thick	20	240	pcs.			
2	Rags (Flanella type)	100	1200	yards			
3	Liquid Hand Soap	40	480	gallons			
4	Dishwashing Liquid	40	480	liters			
5	Trash Bag (XXL Transparent)	1760	21120	pcs.			
6	Trash Bag (Large, Transparent)	1628	19536	pcs.			
7	Trash Bag (Small, Transparent)	3256	39072	pcs.			
8	Detergent Washing Powder Soap	88	1056	kgs.			
9	Scrubbing Pad, 4” x 16”, green	74	888	pcs.			
10	Carpet Shampoo	2	24	gallons			
11	Carper Stain Remover	1	12	gallons			
12	Deodorant Cake, 50 grams	500	6000	pcs.			
13	Paste Wax (Red Light Wax)	3	36	gallons			
14	Disinfectant (Aerosol Type) at least 320ml	74	888	cans			

15	Air Freshener (Aerosol Type) at least 320ml	74	888	cans			
16	Toilet Bowl Cleaner, disinfectant	35	420	gallons			
17	Furniture Shine/Polish, Aerosol Type at least 320 ml	74	888	cans			
18	Rubber Hand Gloves, Heavy Duty	20	240	pairs			
19	Mop Head	159	1908	pcs.			

### B. QUARTERLY

20	Marble Liquid Wax (crystallizer)	6	24	gallons			
21	Steel Wool (16 giant pads, 200 grams/tube)	50	200	tubes			
22	Polishing Pad 16", white, 1' thick	25	100	pcs.			
23	Stripping Pad 16", black, 1' thick	25	100	pcs.			
24	Soft Broom ("walis tambo")	74	296	pcs.			
25	Stick Broom ("walis tingting")	50	200	pcs.			
26	Stripper Wax	15	60	gallons			
27	All Purpose Cleaner (4 liters/gallon)	20	80	gallons			
28	Vinyl wax/Complete Wax	15	60	gallons			
29	Glass Cleaner (4 liters/gallon)	2	8	gallons			
30	Metal Polish (150 ml)	10	40	cans			
31	Mop Handle	135	540	pcs.			
32	Trigger Spray Bottle (cap. 500 ml)	74	296	pcs.			

### C. SEMESTRAL

33	Wood Hand Brush w/ handle	40	80	pcs.			
34	Toilet Bowl Brush w/ handle	40	80	pcs.			
35	Ceiling Broom	30	60	pcs.			
<b>D. ANNUAL</b>							
36	Dust Pan	80	80	pcs.			
37	Plunge/Toilet Rubber Pump, Heavy Duty	25	25	pcs.			
38	Plastic Pail	74	74	pcs.			
39	Squeegee w/ metal handle	74	74	pcs.			
40	Putty Knife (spatula)	25	25	pcs.			
41	Push Brush 12" with handle	74	74	pcs.			
42	Liquid hand soap dispenser (pump refillable empty bottle, capacity 400-500 ml), heavy duty	72	72	pcs.			
43	Dust Mop Head, cotton	15	15	pcs.			
					Total Amount (Sum of Items 1 to 43)	Total Amount in Words	
						_____	
						_____	

**CERTIFICATION**

This is to certify that the above cited brands/labels for the supplies and materials will be the same brands/labels to be delivered and used at the Office of the Ombudsman during the duration of the contract.

\_\_\_\_\_  
Signature Over Printed Name

Designation: \_\_\_\_\_

Date signed: \_\_\_\_\_

## ANNEX “B”

### ***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: \_\_\_\_\_

## ANNEX “B-1”

### 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: \_\_\_\_\_



## ANNEX “C”

### Supplies and Materials Post-Qualification Form

*[For items (xiv) and (xv) of the List of Required Documents for Post Qualification]*

Schedule of Delivery / Item		Quantity per Schedule of Delivery	Quantity per Annum	Unit	Indicate here the Brand Name/Label	Remarks
a			b	c	d	e
<b>A. MONTHLY</b>						
1	Scrubbing Pad 16”, green, 1” Thick	20	240	pcs.		
2	Rags (Flanella type)	100	1200	yards		
3	Liquid Hand Soap	40	480	gallons		
4	Dishwashing Liquid	40	480	liters		
5	Trash Bag (XXL Transparent)	1760	21120	pcs.		
6	Trash Bag (Large, Transparent)	1628	19536	pcs.		
7	Trash Bag (Small, Transparent)	3256	39072	pcs.		
8	Detergent Washing Powder Soap	88	1056	kgs.		
9	Scrubbing Pad, 4” x 16”, green	74	888	pcs.		
10	Carpet Shampoo	2	24	gallons		
11	Carper Stain Remover	1	12	gallons		
12	Deodorant Cake, 50 grams	500	6000	pcs.		
13	Paste Wax (Red Light Wax)	3	36	gallons		
14	Disinfectant (Aerosol Type) at least 320ml	74	888	cans		

15	Air Freshener (Aerosol Type) at least 320ml	74	888	cans		
16	Toilet Bowl Cleaner, disinfectant	35	420	gallons		
17	Furniture Shine/Polish, Aerosol Type at least 320 ml	74	888	cans		
18	Rubber Hand Gloves, Heavy Duty	20	240	pairs		
19	Mop Head	159	1908	pcs.		
<b>B. QUARTERLY</b>						
20	Marble Liquid Wax (crystallizer)	6	24	gallons		
21	Steel Wool (16 giant pads, 200 grams/tube)	50	200	tubes		
22	Polishing Pad 16", white, 1' thick	25	100	pcs.		
23	Stripping Pad 16", black, 1' thick	25	100	pcs.		
24	Soft Broom ("walis tambo")	74	296	pcs.		
25	Stick Broom ("walis tingting")	50	200	pcs.		
26	Stripper Wax	15	60	gallons		
27	All Purpose Cleaner (4 liters/gallon)	20	80	gallons		
28	Vinyl wax/Complete Wax	15	60	gallons		
29	Glass Cleaner (4 liters/gallon)	2	8	gallons		
30	Metal Polish (150 ml)	10	40	cans		
31	Mop Handle	135	540	pcs.		
32	Trigger Spray Bottle (cap. 500 ml)	74	296	pcs.		
<b>C. SEMESTRAL</b>						

33	Wood Hand Brush w/ handle	40	80	pcs.		
34	Toilet Bowl Brush w/ handle	40	80	pcs.		
35	Ceiling Broom	30	60	pcs.		
<b>D. ANNUAL</b>						
36	Dust Pan	80	80	pcs.		
37	Plunge/Toilet Rubber Pump, Heavy Duty	25	25	pcs.		
38	Plastic Pail	74	74	pcs.		
39	Squeegee w/ metal handle	74	74	pcs.		
40	Putty Knife (spatula)	25	25	pcs.		
41	Push Brush 12" with handle	74	74	pcs.		
42	Liquid hand soap dispenser (pump refillable empty bottle, capacity 400-500 ml), heavy duty	72	72	pcs.		
43	Dust Mop Head, cotton	15	15	pcs.		

### CERTIFICATION

This is to certify that the above cited brands/labels for the supplies and materials will be the same brands/labels to be delivered and used at the Office of the Ombudsman during the duration of the contract.

Attached are the pictures of the supplies and materials as reference.

\_\_\_\_\_  
Signature Over Printed Name

\_\_\_\_\_  
Designation

\_\_\_\_\_  
Date signed

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

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

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

### *Class “A” Documents*

#### Legal Documents

- Valid and current Certificate of PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR of RA 9184 and GPPB Resolution No. 15-2021 dated 14 October 2021<sup>1</sup>.

#### *Notes:*

Only the current/updated Certificate of PhilGEPS Registration (Platinum Membership) shall be accepted during the Opening of Bids. Also, expired Certificate shall be a ground for the bid to be considered “failed”.

#### Technical Documents

- Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **AND**
- Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **AND**
- 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**
- 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**
- Original duly signed Omnibus Sworn Statement (OSS) (use GPPB prescribed form as per GPPB Resolution No. 16-2020) [see the sample form]; **and**
- Proof of Appointment of Bidder’s Authorized Representative(s):
  - NOTARIZED Certificate issued by the Corporate Secretary (for Corporation/Cooperative/Joint Venture) or issued by the Managing Partner or President (for Partnership), attesting the appointment of the bidder’s representative(s) [see the sample form]; **OR**

---

<sup>1</sup> The following are the related provisions/requirements based on GPPB Resolution No. 15-2021 dated 14 October 2021 regarding submission of valid/current PhilGEPS Certificate of Registration (Platinum Membership):

- LIFT the suspension on the implementation of mandatory submission of the PhilGEPS Certificate of Registration (Platinum Membership) in Competitive Bidding and Limited Source Bidding, thus, fully enforcing Section 8.5.2 and 54.6 of the 2016 revised IRR of RA 9184 starting 01 January 2022; and
- AMEND Sections 23.1(a)(ii) and 24.1(a)(ii) of the 2016 revised IRR of RA 9184 to reflect that the submission of the recently expired Mayor’s Permit together with the Official Receipt as proof that the prospective bidders has applied for renewal within the period prescribed by the concerned local government unit shall be accepted by the PhilGEPS for the purpose of updating the PhilGEPS Certificate of Registration (Platinum Membership) in accordance with Section 8.5.2 of the 2016 revised IRR of RA 9184

- NOTARIZED Special Power of Attorney for Sole Proprietorship (see the sample form).

**Financial Documents**

- BIDDER'S AUDITED FINANCIAL STATEMENT (AFS), showing, among others, the Bidder's total and current assets and liabilities, stamped "RECEIVED" by the BIR or electronically received by the BIR AFS e-submission as shown by the proof of confirmation receipt from 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.<sup>2</sup> **AND**
- BIDDER'S COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY (NFCC) which must be at least equal to the Approved Budget for the Contract (ABC) based on the submitted AFS under Annex "A" of PhilGEPS Certificate or submitted AFS, and lists of ongoing project(s);<sup>3</sup>

***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.

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

- [*For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos*] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- If the Bidder claims preference as a Domestic Bidder/Domestic Entity, the bidder must submit:
- Certification from the Department of Trade and Industry stating that the articles forming part of its bid are substantially composed of articles, materials, or supplies grown, produced, or manufactured in the Philippines.

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<sup>2</sup>Audited Financial Statement (AFS) submitted under Annex A of PhilGEPS Certificate is acceptable provided that the same is for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission. Further, electronically filed AFS should be supported by proof of confirmation receipt from the BIR.

<sup>3</sup> NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

## II. FINANCIAL COMPONENT ENVELOPE

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

- Ombudsman Bid Form No. 2** - Original of duly signed and accomplished Financial Bid Form<sup>4</sup>; **AND**
- Original of duly signed and accomplished **Summary of Detailed Cost Breakdown (Annex “A”), Detailed Annual Contract Rate for Janitorial Other Maintenance Personnel (Annexes “A-1” to “A-9”) and Cost Breakdown of Janitorial Supplies and Materials (Annex “A-10”).; AND**
- Original of duly signed and accomplished **Price Schedule(s) (Annex “B” and “B-1”).**

### 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.

---

<sup>4</sup> Note: Where a required item is provided but no price is indicated, the same shall be considered as non-responsive. However, specifying a “0” (zero) or “-” (dash) for the said item would mean that it is being offered for FREE to the government, except those required by law or regulations to be provided for (Section 32.2.1 (a), Rule IX, IRR)

**OFFICE OF THE OMBUDSMAN**  
Bids and Awards Committee-Main

<b>SAMPLE FORMS</b>	<b>Page</b>
Omnibus Sworn Statement (Revised)	73-74
Authority of Signatory – Special Power of Attorney	75
Authority of Signatory – Secretary’s Certificate	76-77
Statement of All Ongoing Government and Private Contracts Including Contracts awarded but not yet started either similar in nature or not	78
Statement identifying the bidder’s Single Largest Completed Contract (SLCC)	79
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Credit Line Certificate	81-82
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Contract Agreement Form (Revised)	84-85
Bid-Securing Declaration (Revised)	86
Performance Securing Declaration (New)	87-88



## 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; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity; 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*

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

Name of Notary \_\_\_\_\_  
Public Serial No. of Commission \_\_\_\_\_ Notary  
Public for \_\_\_\_\_ until \_\_\_\_\_  
Roll of Attorneys No. \_\_\_\_\_  
PTR No. *[date issued]*, *[place issued]*  
IBP No. *[date issued]*, *[place issued]*

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

**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:

NAME                      CTC/Government Issued ID NO.                      ISSUED AT/ON

\_\_\_\_\_  
\_\_\_\_\_

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.

Name of Notary \_\_\_\_\_  
Public Serial No. of Commission \_\_\_\_\_  
Notary Public for \_\_\_\_\_ until \_\_\_\_\_  
Roll of Attorneys No. \_\_\_\_\_  
PTR No. [date issued], [place issued]  
IBP No. [date issued], [place issued]

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

**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**

REPUBLIC OF THE PHILIPPINES )  
QUEZON CITY ) SS.

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

NAME                      CTC/Government Issued ID NO.                      ISSUED AT/ON  
\_\_\_\_\_  
\_\_\_\_\_

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.

Name of Notary \_\_\_\_\_  
Public Serial No. of Commission \_\_\_\_\_  
Notary Public for \_\_\_\_\_ until \_\_\_\_\_  
Roll of Attorneys No. \_\_\_\_\_  
PTR No. [*date issued*], [*place issued*]  
IBP No. [*date issued*], [*place issued*]

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

## STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS

I/We \_\_\_\_\_, do hereby state that:

1. I/We am/are the authorized and designated representative(s) of \_\_\_\_\_ (Name of Bidder) with office address at \_\_\_\_\_;and
2. I/We am/are making this Statement of All Ongoing Government and Private Contract(s) as of \_\_\_\_\_ in compliance with Section 23.1 and 24.1 of the Revised IRR of RA 9184 and in accordance with the requirements of the Office of the Ombudsman- Bids and Awards Committee:

### ONGOING GOVERNMENT AND PRIVATE CONTRACTS INCLUDING THOSE AWARDED BUT NOT YET STARTED

Project Name and Description	a. Client Name b. Address c. Telephone Nos. d. Contact Person	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/ Undelivered Portion	Date of Delivery/ Completion
				Planned	Actual			
<u>GOVERNMENT:</u>								
<u>PRIVATE:</u>								
						<b>TOTAL COST</b>		

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:

\_\_\_\_\_  
Signature Over Printed Name of Authorized Representative

Name of the Company: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## **STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE REQUIREMENT**

I/We \_\_\_\_\_, do hereby state that:

1. I/We am/are the authorized and designated representative(s) of \_\_\_\_\_ (Name of Bidder) \_\_\_\_\_ with office address at \_\_\_\_\_;
2. I/We am/are making this Statement of Single Largest Completed Contract (SLCC) similar to the contract to be bid in accordance to the provisions of RA 9184 and the requirements of the Office of the Ombudsman- Bids and Awards Committee; and
3. The following are the details about the said single largest completed contract similar to the Project within the last five (5) years:

Name of the Contract	Company Name, Contact Person and Contact Number	Description of Similar Contract	Items/Goods	Amount of Contract	Date of Completion

Note: Description of Similar Contract (*description should show with the requirements such as kinds of goods sold, nature/scope of the contract for the procuring entity to determine the relevance of the entries with the Procurement at hand*)

This statement shall be supported with:

1. Certificate of Acceptance by the end-user or Official Receipt (OR) or Sales Invoice)
2. Contract or Purchase Order

Submitted by:

\_\_\_\_\_  
Signature Over Printed Name of Authorized Representative

Name of the Company: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

### COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY

CURRENT ASSET		PhP _____
CURRENT LIABILITIES	(less)	PhP _____
<b>NETWORTH</b>		PhP _____
		PhP _____ x 15
VALUE OF ALL OUTSTANDING CONTRACTS	(less)	PhP _____
		PhP _____
VALUE OF ALL AWARDED BUT NOT YET STARTED CONTRACTS	(less)	PhP _____
NET FINANCIAL CONTRACTING CAPACITY		PhP _____

**Notes:**

The information herein will be based on financial statement for immediately preceding calendar year duly audited and received by the BIR

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:

\_\_\_\_\_  
Signature Over Printed Name of Authorized Representative

Name of the Company: \_\_\_\_\_

Date Signed: \_\_\_\_\_



**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**

REPUBLIC OF THE PHILIPPINES )  
QUEZON CITY ) SS.

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

NAME                      CTC/Government Issued ID NO.                      ISSUED AT/ON  
\_\_\_\_\_  
\_\_\_\_\_

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.

Name of Notary \_\_\_\_\_  
Public Serial No. of Commission \_\_\_\_\_  
Notary Public for \_\_\_\_\_ until \_\_\_\_\_  
Roll of Attorneys No. \_\_\_\_\_  
PTR No. [*date issued*], [*place issued*]  
IBP No. [*date issued*], [*place issued*]

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

## Bank Guarantee Form for Advance Payment

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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]

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### 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 Signatory's Legal Capacity]*

*for:*  
*[Insert Procuring Entity]*

*[Insert Name and Signature]*  
*[Insert Signatory's Legal Capacity]*

*for:*  
*[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]*

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

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

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

I/We, the undersigned, declare that:

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

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

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

Name of Notary \_\_\_\_\_  
Public Serial No. of Commission \_\_\_\_\_  
Notary Public for \_\_\_\_\_ until \_\_\_\_  
Roll of Attorneys No. \_\_\_\_\_  
PTR No. *[date issued]*, *[place issued]*  
IBP No. *[date issued]*, *[place issued]*

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

## 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]*

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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

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

Name of Notary  
Public Serial No. of Commission \_\_\_\_  
Notary Public for \_\_\_\_\_ until \_\_\_\_  
Roll of Attorneys No. \_\_\_\_\_  
PTR No. [*date issued*], [*place issued*]  
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Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_.

NOTARY PUBLIC  
My commission expires Dec. 31, 20\_\_\_\_\_

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



