

REPUBLIC OF THE PHILIPPINES  
**DEPARTMENT OF FINANCE**  
ROXAS BOULEVARD CORNER P. OCAMPO SR. STREET  
MANILA 1004

Operation and  
Maintenance Services  
in the Department of  
Finance Building, and  
7<sup>th</sup> and 8<sup>th</sup> Floors  
EDPC Building for CY  
2022

November 2021  
ITB No. 2021-17-G

# Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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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***

### **Notes on the Invitation to Bid**

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



## **INVITATION TO BID FOR THE OPERATION AND MAINTENANCE SERVICES FOR THE DEPARTMENT OF FINANCE BUILDING, AND 7<sup>TH</sup> AND 8<sup>TH</sup> FLOORS EDPC BUILDING FOR CY 2022**

1. The **Department of Finance**, through the **authorized appropriations under the FY 2022 National Expenditure Program** intends to apply the sum of **Nine Million Pesos (₱9,000,000.00)** being the ABC to payments under the contract for the **Operation and Maintenance Services for the Department of Finance Building, and 7<sup>th</sup> and 8<sup>th</sup> Floors EDPC Building for CY 2022 – ITB No. 2021-17-G**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Department of Finance** now invites bids for the above Procurement Project. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from the DOF BAC Secretariat and inspect the Bidding Documents at the address given below during office hours from Mondays to Fridays at 9:00 AM to 3:00 PM.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **November 12 – December 1, 2021** from the given address and website(s) below upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Nine Thousand Pesos (PhP9,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.
6. The **Department of Finance** will hold a Pre-Bid Conference<sup>1</sup> on **November 19, 2021, 11:00 AM** through video conferencing or webcasting *via Google Meet*. Interested bidders may send a letter of intent containing names and email addresses of participants, which shall be open to prospective bidders.

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<sup>1</sup> May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below or electronic submission through our Cloud-Based Electronic Procurement System on or before **December 1, 2021, 9:00 AM**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **December 1, 2021, 11:00 AM** at **DOF Library, G/F DOF Building, Roxas Boulevard, Malate, Manila** and/or via **Google Meet**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The Schedule of bidding activities is as follows:

<b>ACTIVITIES</b>	<b>SCHEDULE</b>
Advertisement/Posting of Invitation to Bid	November 12, 2021
Issuance and Availability of Bidding Documents	Starting November 12, 2021
Pre-Bid Conference	November 19, 2021, 11:00 AM
Last Day of Request for Clarification	November 21, 2021 (by email)
Last Day for Issuance of Supplemental Bid Bulletin	November 24, 2021
Deadline for Submission of Bids	December 1, 2021, 9:30 AM
Opening of Bids	December 1, 2021, 11:00 AM

11. The Department of Finance reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

Eden C. Zamora  
DOF BAC Secretariat, Procurement Management Division  
7/F EDPC Building, BSP Complex, Roxas Boulevard, Manila  
Email Address: bac@dof.gov.ph  
Telephone No.: 5317-6363 loc. 2189 or 8526-4786  
Website: www.dof.gov.ph

13. You may visit the following websites:

For downloading of Bidding Documents: <https://www.dof.gov.ph/about/procurement/>

For online bid submission: The link will be shared upon purchase of bidding documents.

**GIL S. BELTRAN**  
Undersecretary and  
DOF BAC Chairperson

## ***Section II. Instructions to Bidders***

### **Notes on the Instructions to Bidders**

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

## 1. Scope of Bid

The Procuring Entity, **Department of Finance** wishes to receive Bids for the **Operation and Maintenance Services for Department of Finance Building, and 7<sup>th</sup> and 8<sup>th</sup> Floor EDPC Building for CY 2022** with identification number **ITB No. 2021-17-G**.

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 2021 in the amount of **Nine Million Pesos (PhP9,000,000.00)**.

2.2. The source of funding is: **NGA, the National Expenditure Program**

## 3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

## 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

## 5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

**The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.**

- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## **6. Origin of Goods**

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

## **7. Subcontracts**

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that: **Subcontracting is not allowed.**

- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.

- 7.3. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

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

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

## **9. Clarification and Amendment of Bidding Documents**

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

## **10. Documents comprising the Bid: Eligibility and Technical Components**

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **five (5) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## **11. Documents comprising the Bid: Financial Component**

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

## **12. Bid Prices**

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

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

### 13. Bid and Payment Currencies

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

### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>3</sup> 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) calendar days from the bid opening**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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<sup>3</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.



## **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 and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

## **17. Opening and Preliminary Examination of Bids**

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

## **18. Domestic Preference**

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

## **19. Detailed Evaluation and Comparison of Bids**

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

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

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

19.4. The Project shall be awarded as follows:

**One Project having several items that shall be awarded as one contract.**

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

## **20. Post-Qualification**

20.1. For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.

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

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

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

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

### **Notes on the Bid Data Sheet**

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. <b>Operation and Maintenance Services</b>, which typically include the day-to-day operations necessary to manage, maintain and operate the building with facilities such as: Building Management System and Sewerage Treatment Plant.</li> <li>b. Completed within <b>five (5) years</b> prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP Manila or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than <b>One Hundred Eighty Thousand (PhP180,000.00)</b> [2% of ABC], 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>Four Hundred Fifty Thousand Pesos (PhP450,000.00)</b> [5% of ABC] if bid security is in Surety Bond.</li> </ul>
19.3	<b>One (1) Lot –Operation and Maintenance Services for the Department of Finance Building and 7<sup>th</sup> and 8<sup>th</sup> Floors EDPC Building for CY 2022</b>
20.2	<p>Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following documentary requirements:</p> <ul style="list-style-type: none"> <li>(a) Latest Income Business Tax Returns filed through the Electronic Filing and Payments System (EFPS): <ul style="list-style-type: none"> <li>1. Annual Income Tax Return (BIR Form 1702) for CY 2019 and CY 2020; and</li> <li>2. Proof of VAT payments filed for CY 2021: <ul style="list-style-type: none"> <li>April 2550M 2021</li> <li>May 2550M 2021</li> <li>June 2550Q 2021</li> <li>July 2550M 2021</li> <li>August 2550M 2021</li> <li>September 2550Q 2021</li> </ul> </li> </ul> </li> </ul>

	BIR Tax Registration Certificate (BIR Form 2303).
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## ***Section IV. General Conditions of Contract***

### **Notes on the General Conditions of Contract**

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

## **1. Scope of Contract**

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

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

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

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

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

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

## **3. Performance Security**

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

## **4. Inspection and Tests**

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

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

## **5. Warranty**

- 6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 6.2. 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***

### **Notes on the Special Conditions of Contract**

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

## Special Conditions of Contract

GCC Clause	
1	<p>Additional Conditions for the completion of this Contract. The winning bidder shall be responsible for the following:</p> <ol style="list-style-type: none"> <li>1. Payment shall be made upon submission of duly signed daily time records noted by the Head of General Services Division of the Central Administration Office (GSD-CAO), certified photocopies of actual signed payrolls and pay slip showing the gross amount earned, deductions made, employers contribution and the net amount received by the personnel in compliance with existing labor laws, the Supplier shall submit proof of remittances to PAG-IBIG, Philhealth, SSS and BIR for the deductions made from the salaries of the personnel deployed in the DOF and duly acknowledge by said agencies.</li> <li>2. Payment of the salaries of the personnel shall be made through automated teller machines (ATM), otherwise payment of the salaries of the personnel deployed in the DOF shall be made at the DOF, to be witnessed by a representative of the General Services Division of the DOF.</li> <li>3. Entire Agreement: This Agreement and the attachments thereto constitute the entire existing agreement among the parties hereto, with respect to the subject matter hereof and shall supersede any and all prior agreements or undertakings between the parties hereto with respect to the subject matter hereof. No waiver or modifications of the terms of this Agreement shall be valid unless the same is in writing and signed by the parties herein. The agreement shall automatically be terminated on December 31, 2021 unless renewed or extended in writing by the DEPARTMENT.</li> <li>4. The Contract price shall not be subject to any adjustment for the duration of the Contract, except as otherwise provided by law. Any mandatory approved Wage Increase or adjustment in the monthly SSS Contribution should not increase the administrative cost for this contract because, in cases where a new law or regulation was promulgated after the date of the bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a “no loss-no gain basis” as specified in Section 61.2, Rule XIX-Contract Prices and Warranties of the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184 otherwise known as “Government Procurement Reform Act”.</li> </ol> <p>The Contract price should include the following:</p> <ol style="list-style-type: none"> <li>a. Administrative Expenses Office Supplies and Equipment</li> <li>b. VAT (12%)</li> </ol> <ol style="list-style-type: none"> <li>5. The DEPARTMENT shall not in any case be liable for any interest penalty neither for delayed payments nor to any loss or damage for reason beyond the DEPARTMENT’s control such as force majeure.</li> </ol>

6. It is expressly understood and agreed that the Contractual Personnel assigned at the DEPARTMENT are the employees of the Contractor and not of the DEPARTMENT. Hence, compliance with all applicable labor rules and regulations shall be the responsibility of the Contractor. It is however understood and agreed that any personnel injury, death or damage sustained during the performance of their duties or while within the premises of the DEPARTMENT attributable to the acts, omissions or fault of the DEPARTMENT or any of its officials, employees and/or agents shall be the liability of the official employee or agent concerned.

7. The Contractor hereby maintains administrative control and supervision but authorizes the DEPARTMENT thru the Head, General Services Division or Directors of the Central Administration Office to give direct instructions to the Contractual Personnel assigned to the DEPARTMENT. This authority shall not be deemed as a relinquishment of the powers of the Contractor as employer of the personnel assigned to the DEPARTMENT.

8. The Contractor shall be liable for losses and damages on the properties and facilities of the DEPARTMENT which may be caused through negligence or fault of the Contractual Personnel assigned to the DEPARTMENT while in the performance of their official duties.

9. Should the **DEPARTMENT** find the Contractual Personnel undesirable, with unsatisfactory performance or commits acts inimical to the best interest of the **DEPARTMENT**, or shows behavior or attitude which is not aligned with the standards of the DEPARTMENT, the **CONTRACTOR** shall, within five (5) working days from receipt of the **DEPARTMENT's** written request, replace such personnel concerned with one acceptable to the **DEPARTMENT**.

10. The **DEPARTMENT** may require **CONTRACTOR** to provide for additional maintenance personnel whenever the exigency of the service so requires, the compensation of which shall be paid by the **DEPARTMENT**. The **DEPARTMENT** also reserves the right to make corresponding reduction of the Contractual Personnel for any particular period during the duration of this Agreement on account of budgetary constraints, provided, a thirty (30) day- prior written notice is given to **CONTRACTOR**.

11. The Operation and Maintenance Personnel shall observe the Seven-days regular eight (8) hours working schedule from Mondays to Sundays. In the exigency of the service, Maintenance Personnel may be asked to render work beyond the required 8 hours schedule. Payment of which shall be subject to verification, validation and approval of the Head of the General Services Division or Directors of the Central Administration Office,

12. In case of violation by either party of any of the foregoing terms and conditions, the other party may terminate this Agreement by giving a written notice at least thirty (30) working days prior to the date of effectivity of the intended termination. The termination shall take effect immediately after the lapse of the thirty (30) working days from the receipt by the other party of the notice of termination; Provided, however, that the termination shall be without

	<p>prejudice to the settlement of any obligation or claim for damages one may have against the other; Provided, further, that failure on the part of either party to enforce any of the provisions of this Agreement shall not be considered as waiver of its rights.</p> <p>13. The Contract should be covered with Non-Disclosure Agreement. All information in regards with the contract and implementation should be considered as confidential. All information and documents produced during the implementation of the contract shall be considered as the DEPARTMENT's property. Any vital information or sensitive issues of the DEPARTMENT are restricted for dissemination.</p> <p>14. The Operation and Maintenance Personnel shall be entitled to additional remuneration, such as reasonable meal allowance and hazard pay on a reimbursable basis for the number of days physically reporting for work as specified in an official Department Order issued during National Emergency, subject to existing government accounting and auditing rules and regulations.</p> <p>All disputes, claims or questions which may arise out of this Agreement shall be submitted to and settled first by an arbitrator before referring the same to the courts. Both parties shall mutually agree upon the arbitrator and they shall share equally the arbitrator's fee and all other arbitration expenses.</p> <p>The decision of the arbitrator shall be final and binding upon the <b>DEPARTMENT</b> and the <b>CONTRACTOR</b> and may be endorsed by either party in any court of competent jurisdiction.</p> <p>The parties agree that any dispute, claim or dispute referable to the courts shall be instituted exclusively in the proper court of the place where the <b>DEPARTMENT's</b> main office is located.</p> <p>If the Supplier is a joint venture, "All partners to the joint venture shall be jointly and severally liable to the Procuring Entity."</p>
2.2	No further instructions.
4	No further instructions.

## ***Section VI. Schedule of Requirements***

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

### **A. Expertise and Qualifications of Professional and Staff to be assigned:**

<b>Item No.</b>	<b>Quantity</b>	<b>Description</b>	<b>Delivery Schedule</b>	<b>Delivered, Weeks/Months</b>
1	1	Building Administrator - Must have at least 10 years applied experience in Facilities and building Management involving structural, civil, mechanical (particularly ACU, AHU, Chiller, VRF, Fan, Blowers), electrical (including generator set, Transformer, UPS) and sanitary works (including STP maintenance), Pollution Control Officer and Safety Officer - Must be a licensed Civil Engineer or Mechanical Engineer	8 hours per day Mon to Sat	Deployment on the effectivity date of the NTP
2	1	Mechanical Engineer - Should be a Registered Mechanical Engineer with at least five (5) years extensive track record in overseeing the operation and maintenance of similar facilities	8 hours per day Mon to Sat	
3	1	Electrical Engineer - Should be a Registered Electrical Engineer with at least (5) years extensive track record in overseeing the operation and maintenance of similar facilities	8 hours per day Mon to Sat	
4	3	Electro-Mechanical Technician - Mechanical or Electrical related - TESDA Certified or Equivalent - Should have five (5) years applied experience in Building Maintenance, Electrical, Mechanical, ACU and Sanitary	3 shifts/day Mon to Sun	
5	3	Electro-Mechanical Operator - Mechanical or Electrical related Course	3 shifts/day Mon to Sun	

		<ul style="list-style-type: none"> <li>- TESDA Certified or equivalent</li> <li>- Should have five (5) years applied experience in Operation and Maintenance, Electrical, Mechanical, ACU and Sanitary</li> </ul>		
6	3	General Utilities <ul style="list-style-type: none"> <li>- TESDA Certified or Equivalent</li> <li>- Should have Three (3) years applied experience in Carpentry, Plumbing, Welding, Tinsmith, Masonry</li> </ul>	3 shifts/day Mon to Sun	

**Note: All above-mentioned manpower should be given the required benefits in accordance with the DOLE guidelines. The monthly basic pay to be paid by the Contractor must not be below the prescribe rate. The CONTRACTOR shall deploy Operation and Maintenance Personnel that are fully vaccinated against COVID-19 and submit copies of all vaccination cards prior to deployment.**

### List of Tools, Equipment and Instruments

#### Tools and Instruments

Item	Description	Quantity	Unit	Delivered, Weeks/Months
1	Screw Drivers Flat and Cross (3-pairs different sizes)	5	sets	1 month after effectivity date of NTP
2	Lineman Pliers, 8"	5	pcs	
3	Long Nose Pliers, 8"	3	pcs	
4	Cutter Pliers 7"	3	pcs	
5	Hacksaw 12" with Blades (Steel Frame)	2	sets	
6	Mini Hacksaw, 10" with blades	1	set	
7	Adjustable Wrench (6", 8", 10", 12" and 20")	1	sets	
8	Steel Tape Measure, 8m	5	pcs	
9	Trouble light LED rechargeable	2	pcs	
10	Precision Screw Driver (6-piece set)	1	set	
11	Rechargeable Heavy Duty LED Flashlight, 12000 watts with loop handle	5	pcs	
12	Soldering Tweezer	1	set	
13	Hexagonal Key Set (12 pcs; 1/16 – 3/8inch)	1	set	
14	Hexagonal Key Set (9 pcs; 1.5 – 10mm)	1	set	
15	Combination Wrench (14pcs; 10-32mm)	1	set	
16	Bench Vise (T5/IMV45) with Swivel Base (T4SB)	1	set	
17	Face Shield for grinding machine	1	pc	
18	Extension Cord, Industrial Type, Wheel Type, 25m with T-slots Heavy Duty Outlets	1	set	
19	Vise Grip Long Nose, 9"	1	pc	
20	Oxy-Acetylene Tank Cart Wheels, 500lbs	1	pc	
21	Industrial Tool Bag	1	pc	

22	Safety Shoes	12	pairs	
23	Cable Cutter 24"	1	pc	

### Equipment

1	Clamp Meter 600ACV DCM60L	1	set	1 month after effectivity date of NTP
2	Soldering Station (968D)	1	set	
3	Cordless Hammer Drill, 18V, DHP453SFX8	1	set	
4	Vacuum Cleaner, 20 li. (dry and wet surface)	1	unit	
5	Digital Multifunction Environment Meter (CEM 4 in 1) DT8820 Sound Level, Light, Temperature, Humidity Meter	1	set	
6	Refrigerator Leak Detector, Eagletech ATHF	1	set	
7	Welding and Cutting Outfit Set, Harris Type BB2001	1	set	
8	Phase Meter/Indicator, 3-phase 110V to 600V 8031	1	set	
9	Portable Pressure Washer, Aquatak 100	1	set	
10	Bench Grinding Machine 6"	1	pc	
11	Portable Blower, 600W	1	pc	
12	Spray Gun Set Paint Sprayer	1	set	
13	Push Cart, 300kg Heavy Duty	1	pc	
14	Portable Generator Set, 5KVA, min 15 liters diesel	1	set	

### Consumables

	Monthly			
1	Penetrating Oil (WD40), 382ml	3	cans	Monthly
2	Contact Cleaner, 360ml	3	cans	
3	Rags	5	kg	
4	Cotton Gloves (with rubber on Palm side)	12	pairs	
5	Aero Tape (ACU Insulation)	10	rolls	
6	Duct Tape, 2" x 20m	3	rolls	
7	Electrical Tape, 16m	10	rolls	
8	Teflon Tape, ½" x 10m	2	Rolls	
9	Packaging Tape, 100m	2	Rolls	
10	Sand Paper #100	10	pcs	
11	Sand Paper #300	10	pcs	
12	Industrial Type Double Adhesive Tape foam 1" x 15'	2	rolls	
13	Face Shield	12	pcs	
14	Rechargeable AA Battery (4's per pack) with charger	12	packs	
15	Liquid Chlorine for STP	25	gal	

	Quarterly			
1	Coil Cleaner	2	gal	Quarterly

2	Grease HD #2 Lithium, 500g	3	cans	
3	Multi-purpose Grease #3 HD, 500g	3	cans	
4	Hacksaw Blades	10	pcs	
5	Angle Grinder Blades, 4"	10	pcs	
6	Refrigerant R22, 13.6kg	3	cyl	
7	Refrigerant R410A, 11.3kg	2	cyl	
8	Refrigerant R134A, 11.3kg	3	cyl	
9	Polyethylene Tape (ACU Insulation Tape): Blue	25	Rolls	
10	Rubber Tape, 8m	1	Box	
11	Blind Rivets, 1000 pcs	10	pcs	
12	Battery Solution/Distilled Water, 1 liter	20	bottles	
13	Epoxy Holiday A + B Component, 1 liter	2	sets	
14	Silicon Sealant	2	pcs	
15	Water Plug, 10lbs	2	cans	
16	Rubber Insulation (t=1") 3'x4' Aeroflex	30	pcs	
17	Rubber Insulation for copper tube 5/8" x 1"	10	pcs	
18	Rubber Insulation for copper tube 3/8" x 1"	10	pcs	
19	All purpose Adhesive (Do All)	1	gal	
20	Wire 2.0mm square THHN 150 meters (#14 AWG)	2	Rolls	
21	Wire 3.5mm square THHN 150 meters (#12 AWG)	2	Rolls	
22	Cable tie 4mm x 300mm Black and White (100s)	2	packs	
23	Facemask (100s/Box)	12	Box	
24	MAPP Gas	2	Cyl	
25	V-Belt			
	B50	2	pcs	
	SPB-4500	2	pcs	
	SPA-1732	2	pcs	
	SPA-1957	2	pcs	
	SPB -1900	2	pcs	
	C-111	2	pcs	
	SPA-2732	2	pcs	
	SPA-1657	2	pcs	
	One time			
1	Washable AHU Filter 2m x 20m x 20mm	3	Rolls	1 month after effectivity date of NTP
2	Welding Rod (6011) 20kg/box	1	box	
3	HVAC UV Lights, 72 watts	19	sets	
4	Uniforms (3-Polo Shirts)	12	sets	

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

\_\_\_\_\_  
**Name of Company/Bidder      Signature Over Printed Name of Representative      Date**



## ***Section VII. Technical Specifications***

### **Notes for Preparing the Technical Specifications**

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

#### **Sample Clause: Equivalency of Standards and Codes**

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

# Technical Specifications

A statement in the Bidder's statement of compliance 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.

## **Operation and Maintenance Service for DOF Building and 7<sup>th</sup> and 8<sup>th</sup> Floors EDPC Building.**

**(Electrical System, Mechanical System, Fire Detection and Alarm System and Sprinklers, Plumbing System, Sewerage Treatment Plant, Building Management System and Building Structure)**

The Department of Finance needs a Firm that is capable to handle the operation and maintenance of the newly renovated building including the upgraded utilities. The Firm will work under the General Services Division of the Central Administration Office for a better Facility Management to ensure that all utility systems and building structure will serve the maximum efficiency. Generally, the service will cover the DOF Building from Ground Floor to the Water Tank Tower and 7<sup>th</sup> and 8<sup>th</sup> Floors of the EDPC Building.

### **SCOPE OF SERVICES**

(The work requirements should consider the following but not limited thereto)

The Firm should provide labor, materials, tools, consumables (attached details) as well as 24 hours monitoring and supervision for the operation and maintenance of the DOF building facilities.

### **INSPECTION OF SITE**

The CONTRACTOR acknowledges, warrants that it has fully inspected and examined the site and their surroundings, satisfied itself by submitting its Bid, which is based on current data, including physical conditions at the site. That its Bid conforms with the requirements of the work and materials necessary for the completion of the works, the means of access to the site, the accommodation it may require and that it has obtained for itself all necessary information as to risks, contingencies and other circumstances which may have influenced or affected its Bid. No increase in cost or extension of time will be considered for failure to familiarize, inspect and examine the site condition.

*Certificate of Site Inspection should be attached in the Bid Proposal.*

### **General:**

1. Planning, Organizing, Controlling and Management of all the DOF facilities such as utilities and building structure for safe operation, functioning efficiently and compliant with the National Standards in coordination with the GSD-CAO.
2. Always coordinate with the concerned offices in addressing Technical Problems that may adversely affect the workplace
3. Conduct daily inspection to all DOF facilities and start up as required.
4. Operate and Monitor the Building Management System

5. Daily data logging of utilities systems parameters such as water pressure, temperature, water and oil levels, ampere and volts of equipment.
6. Perform preventive maintenance to all utilities
7. Conduct necessary adjustments to maintain required parameters
8. Log and attend all calls and complaints regarding the power and utilities
9. Conduct troubleshooting/repair in case of any system malfunction.
10. Prepare and submit Technical Reports to the DOF any inoperative facility
11. Recommends Technical Solution to problems that may arise during operation
12. Switch off utilities systems that are not needed
13. Management and inventory of spare parts
14. Prepare and submit list of spare parts, materials and tools for purchasing needed for operation and maintenance (not listed in the required tools and consumables)
15. Conduct monitoring and supervision to all contractors for any DOF facilities to ensure the safety and quality of work and in accordance with the standards.
16. Prepare and submit work permits with complete information and attachments
17. Prepare reports in compliance with other Government Agencies
18. Perform test and evaluation all completed installation works.
19. Operate, monitor and maintain the Sewerage Treatment Plant
20. Provide additional manpower if necessary.
21. Report immediately to the General Services Division and Security Personnel for any Emergency Cases.
22. Other tasks as may be required by the DOF related to the operation and maintenance of the Building Structure and Utilities.

## **Electrical System**

### **Parts of the electrical system are:**

1. 2.5 MVA, 3-Phase Pad Mounted Transformer in the DOF Property
2. 2-units Standby Generator 1.27MW and 1.0MW
3. Low Voltage Switch Board
4. Dry Type Transformers
5. Un-interruptive Power Supply (UPS) per floor and Data Center (ranges from 20KVA to 60 KVA)
6. Main Distribution Panel, Circuit Breakers, Automatic Transfer Switch and Panelboards
7. Electrical wirings and fixtures
8. Lightings
9. Telephone/Internet/LAN cabling

## **Operation and Maintenance**

1. Prepare checklist for each utilities for the daily inspection and monitoring
2. Maintain all electrical premises for cleanliness and safety compliant
3. Ensure that the Generator Sets are operational in case of power interruption in whole duration or if needed (Daily check for fuel, lube, water and batteries)
4. Repair/replace all defective lights, switches, convenience outlet, circuit breakers and wirings
5. Install additional electrical fixtures/Telephone/Internet/LAN cabling if needed
6. For Un-Interruptive Power Supply (20 to 60 KVA)

The newly installed UPS at the CMIO is packaged with the Data Center

- a. The newly installed UPS has a Three (3) years warranty with the supplier until 2021
- b. The Supplier has a Twenty-Four (24) hours, Seven (7) days a week service for emergency breakdown
- c. The Supplier has a maximum of Two (2) hours response time for an emergency call through their listed Telephone Hotlines or Mobile Phone Numbers
- d. The Firm should check and monitor the UPS daily
- e. In case of emergency breakdown or any trouble encountered, the Firm should call the Supplier as soon as possible to avoid any disruptions and provide information to the DOF.
- f. The Firm should supervise the Supplier in the conduct of repair and maintenance
- g. The Firm should prepare and submit a report to the DOF regarding the conducted repair and maintenance of the Supplier.
- h. The Firm should monitor the Terms and Conditions as stated in the Warranty Certificate.

For the UPS at the DOF Building and 7<sup>th</sup> and 8<sup>th</sup> floor at the EDPC Building

- a. Daily inspection including environmental surroundings and measurement of room temperature
- b. Cleaning and dusting all UPS parts
- c. Check all connections, screws, welded and soldered joints
- d. Check-up cooling fans and bearings
- e. Check-up on Battery, racks, charger, voltage and terminals
- f. Measure and record battery float voltage, output voltage, output load current, output frequency.
- g. Check on different parameters and conduct calibration if necessary
- h. Conduct Performance test: simulation of power failure to test battery system, simulation of inverter failure to test static switch to transfer the load without interruption to commercial power or Meralco Line, simulation of battery breakdown to test UPS response in transferring load to Meralco line without interruption, test of communication link between the UPS and AS/400, if available
- i. In case of major repair, the Firm can hire a Company that can provide the services required for the repair of the UPS to be billed separately including labor and parts that is not included in the consumables.
  - The Company ensures the availability of the Technical Personnel and Support Engineers Twenty-Four (24) hours, Seven (7) days a week in case of emergency breakdown
  - The Company has a maximum of Two (2) hours response time for an emergency call through their listed Telephone Hotlines or Mobile Phone numbers
  - In case that the unit is cannot be repaired within 24 hours, the Company should provide the DOF a service unit to avoid any work disruptions.

- Any loss or damages in the DOF premises incurred during the time of service of the Company, the Firm shall be liable on such loss or damages

## **Mechanical System**

### **Parts of the mechanical system are:**

1. Chiller System
2. Cooling Towers
3. Ventilation and Air Conditioning (VAC) with 11 AHU at DOF Bldg. and 4 AHU at EDPC
4. Fresh Air Blowers
5. Exhaust Fans
6. Mono-gas Analyzer
7. Back-up Air Conditioning Units with outdoor condenser or VRF
8. Precision Air Conditioning Unit (PACU)
9. Motor Pumps
10. Building Maintenance System
11. Elevators

### **Operation and Maintenance**

1. Prepare checklist for each utilities for the daily inspection and monitoring
2. Maintain all mechanical premises for cleanliness and safety compliant
3. Conduct Repair to all parts of mechanical system if necessary
4. Cleaning and maintenance of all back-up ACUs
5. Daily inspection for all AHU including filters, ducting and controls
6. Daily monitoring of Cooling Tower for periodic water treatment and conduct if required.
7. Check and refrigerants if necessary on ACUs.
8. Required Chemical for Water Treatment Program
  - a. A/C Type : Package water-cooled chilled water system with AHU/FCU
  - b. Capacity : 245TR x 2 units (simultaneous operation)
  - c. Expected Make-up Water : Moderate level of pH, total alkalinity, silica, chlorides and calcium hardness
  - d. Pipe Header : Single common header for condenser and chilled water piping
  - e. Preventive maintenance to avoid scaling and corrosion in the condenser and chilled water circuit
  - f. Preventive maintenance to minimize general and biological fouling in the condenser water circuit
  - g. Installation of one (1) unit deposit scale conditioner (DSC) for scale control in the open circuit water system
  - h. Monthly water analysis and reporting
  - i. Monthly condenser and evaporator tube packs swabbing and cleaning of cooling tower
  - j. Feeding of HVAC Biocide
  - k. Control Parameters

- pH > 8.0
- Chlorides: 125ppm to 250ppm as Cl (as per CT manufacturer)
- Total Dissolved Solids (TDS): 1,000ppm maximum (as per CT manufacturer)
- l. Condenser Water Circuit  
Aqua Bio control 8300 S Biocide for the condenser water circuit: Monthly up to 5 kg.
- m. Chilled Water Circuit  
Aqua Corrotrol 6490 (one-year supply) minimize corrosion inhibitor for closed circuit cooling water system. Note: assume current level at 600ppm: Delivery will be based on the actual chilled water analysis.
- 9. Precision Air-conditioning unit (PACU) at CMIO Data Center
  - a. The newly installed PACU has a Three (3) years warranty with the supplier
  - b. The Supplier has a Twenty-Four (24) hours, Seven (7) days a week service for emergency breakdown
  - c. The Supplier has a maximum of Two (2) hours response time for an emergency call through their listed Telephone Hotlines or Mobile Phone Numbers
  - d. The Firm should check and monitor the PACU daily
  - e. In case of emergency breakdown or any trouble encountered, the Firm should call the Supplier as soon as possible to avoid any disruptions and provide information to the DOF.
  - f. The Firm should supervise the Supplier in the conduct of repair and maintenance
  - g. The Firm should prepare and submit a report to the DOF regarding the conducted repair and maintenance of the Supplier.
  - h. The Firm should monitor the Terms and Conditions as stated in the Warranty Certificate.

## **Fire Detection and Alarm System and Sprinklers**

### **Parts of the FDAS and Sprinklers are:**

1. Fire Alarms
2. Smoke Detectors
3. Sprinklers and piping
4. Fire Pump and Jockey Pump
5. Fire Pump and Jockey Pump motor and controller
6. Air release valve
7. Relief Valve
8. Hose valve header with caps and chains
9. Pressure switch and transducer switch, pressure gauges
10. Flow meter
11. Riser Pipes and brackets
12. Controls/Timer function
13. Auxiliary drain
14. Fire Hose Cabinet and Accessories

**Operation and Maintenance:**

1. Daily monitoring and inspection for FDAS and sprinklers facilities including pipes and fittings.
2. Check the water pressure
3. Conduct Inspection Test Connection
4. Check all pumps, valves and meters and conduct preventive maintenance.
5. Conduct troubleshooting and repair to all parts of FDAS and Sprinkler system
6. Calibrate relief valve, pressure switch and transducer switch to its design system pressure setting if necessary
7. Run test (Operational testing) the Jockey and Main Pump for pressure cut-in and cut-out operation by draining water at the highest level of the building
8. Conduct operational and functional testing of the whole system
9. Prepare and submit test results certified by the PME.
10. Provide orientation and instruction to the GSD and Security Personnel of the DOF

**Plumbing System****Parts of the Plumbing System are:**

1. 3-units Elevated Water Tank
2. 2-units Cistern Tank
3. Sewage Treatment Plant
4. Pressurized Water Tank, Bladder Tank
5. Water Pumps, Submersible Pumps, Sump Pumps
6. Sewerage and Water Lines pipes and fittings
7. Sink, Floor Drains, Toilet Flush, Urinals, Lavatory, Bidets, Faucets, Showers
8. Water Meter

**Operation and Maintenance:**

1. Daily monitoring and inspection of Plumbing facilities and fixtures.
2. Repair all water leaks in the pipes, faucets, bidets, flushes, showers, and valves
3. Change all defective faucets, bidets, flushes, showers and valves
4. Repair leaks and de-clog all sewage pipes.
5. Conduct draining and cleaning of Cistern tanks and Elevated water tanks semi-annually.
6. Monitoring of Advanced Oxidation Process (AOP) System
7. Operate, monitor and maintain the STP. Ensure that all parameters are in accordance with the approved guidelines of the LLDA-DENR

**Building Structure****Parts of the Building Structure are:**

1. Ground Floor to Water Tank Tower of DOF Building
2. 7<sup>th</sup> and 8<sup>th</sup> Floor of EDPC Building
3. Basement Parking
4. Podium Parking
5. Ramp
6. Guard House



7. Plant Box
8. Drainage
9. Sidewalks

### **Operation and Maintenance:**

1. Ensure that cleanliness is observed in the DOF premises
2. Ensure that all DOF facilities are utilized efficiently
3. Conduct Architectural Maintenance repair
4. Scraping of rusted steel structure and apply epoxy paint
5. Ensure the Building compliance for the National Standards

### **Contract Management**

1. Establish and maintain office within the DOF with a sufficient number of manpower who shall:
2. Be under the supervision of the GSD-CAO
3. Protect the interest of the DOF employee at all times
4. Have an understanding and interest in energy management, sustainability and building management system
5. Ensure the service delivery meets the requirement of the service level agreement and work schedules at all times. Work should be completed on a timely basis and consistently high standards.
6. Wear uniforms with ID every time inside the DOF premises.
7. Wear protective gears during the conduct of repairs.
8. See the operation and maintenance is done in conformity with the National Standards and recommended procedure by the manufacturer
9. Assist Government Agency Inspectors on yearly inspection and gas emission test for generator sets
10. Facilitate the “Permit to Operate”
11. Assist in consolidating documents needed by the LGU to obtain necessary permits
12. Prepare reports for submission to EMB and LLDA, DENR in regards with the pollution control
13. Practice safety measures in all activities and deliver quality services
14. Complete all repair works at a justifiable time
15. Report to the DOF the day to day activities including the submission of system’s operating log sheet
16. Ensure that all systems are always in good operating condition
17. Operate and Monitor the Building Management System under the supervision of GSD-CAO
18. Undertake initial inventory of materials, tools and equipment of DOF at the start of the contract and final inventory at the end of the contract
19. Prepare Preventive Building Maintenance Plan to be submitted at the start of the Contract
20. Prepare Technical Report stating the entire preventive, predictive and breakdown maintenance occurred with corresponding analysis including the summary of all the activities before the Contract expire.
21. Turn-over the operation of all the equipment to the DOF and/or new Company before the Contract will expire

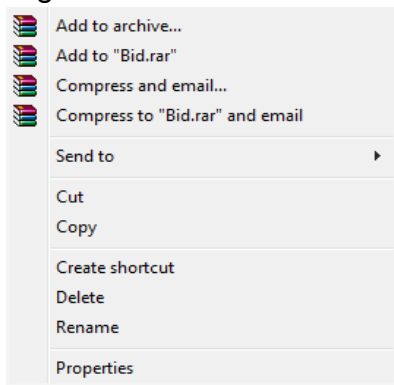
22. Expertise and Qualifications of Professional and Staff to be assigned (Section VI. Schedule of Requirements)
  - Overtime are acceptable per latest DOLE guidelines but with the approval of the GSD-CAO
23. Supply of required tools and Consumable Materials (Section VI. Schedule of Requirements)
  - Should be turned over to the DOF before the end of the contract.
24. The Contractor are allowed for reimbursable basis in all works, tools, materials, consumables and additional manpower in case of urgently needed subject for approval of the GSD-CAO
25. The Contractor are allowed for reimbursable basis all major repairs conducted by a Third Party company for the electro-mechanical equipment, STP, Fire Protection and other related scope of work stated here in the Specification subject for approval of the GSD - CAO
26. Data to be provided by the DOF:
  - a. Complete Building Plans necessary for the operation and maintenance of the structure and facilities (Architectural, Electrical, Mechanical, Plumbing/Sanitary, Fire Protection)
  - b. Copy of Manuals and warranties available of all the equipment in the building
27. Facilities and Equipment to be provided by the DOF:
  - a. Office Space
  - b. Office Desks and chairs
  - c. Fire Extinguisher (not less than 10lbs)

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

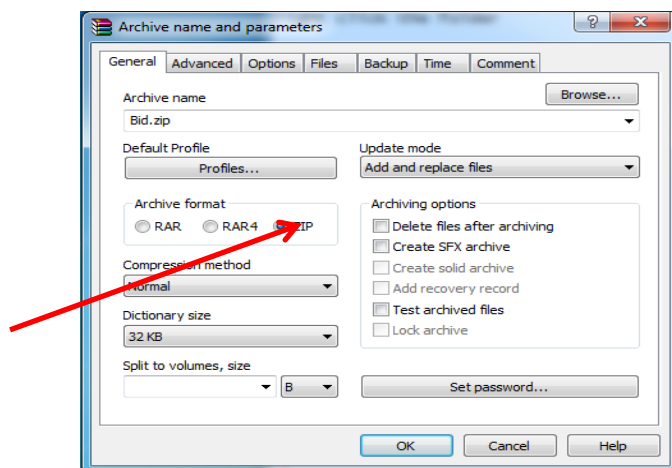
Name of Company/Bidder	Signature Over Printed Name of Representative	Date
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## Steps on How to Zip and Upload Files using Electronic Bid Submission

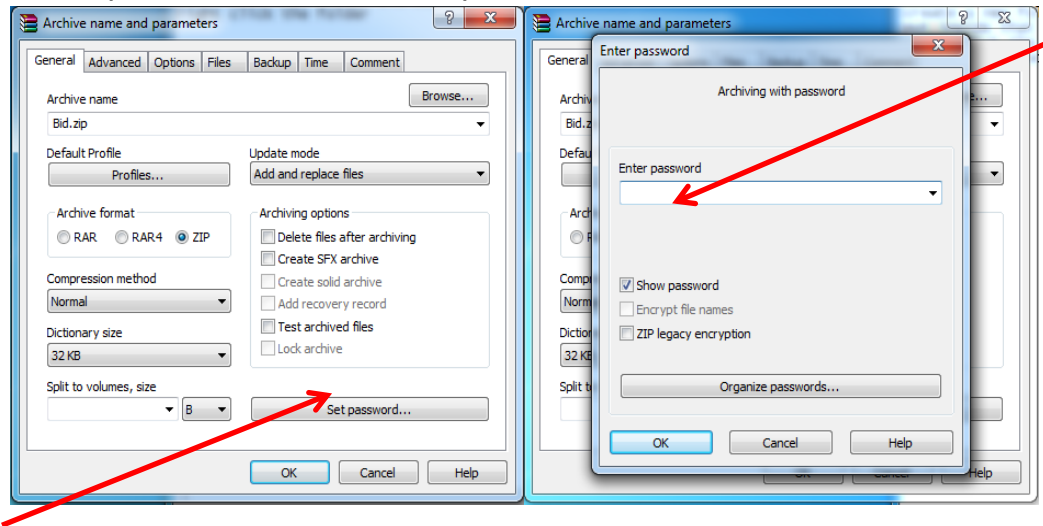
1. Scan or convert the bid documents to PDF format.
2. Download the free WinRAR software (rarlab.com) and install.
3. Create two (2) New Folders.
4. Rename the folders with these formats:
  - a. Technical Bid ITB No. <Insert ITB No.><Insert Name of Company>
  - b. Financial Bid ITB No. <Insert ITB No.><Insert Name of Company>
5. Put the scanned bid documents inside the folders in PDF format.
6. Right click the folder and select “Add to archive...”



7. Select ZIP as “Archive Format”




8. Click “Set password” and enter the password




9. Upload the ZIP file with password in the online link to be shared only to bidders who bought the bidding documents:

TECHNICAL COMPONENT (must be password protected): \*

 Add file

FINANCIAL COMPONENT (must be password protected): \*

 Add file

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

### **Notes on the Checklist of Technical and Financial Documents**

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

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

#### Technical Documents

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

#### Financial Documents

- ☐ (k) The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- ☐ (l) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC);

**or**

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

***Class “B” Documents***

- ☐ (m) 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)**

- ☐ (n) *[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.
- ☐ (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

**25 FINANCIAL COMPONENT ENVELOPE**

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

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

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

Project Identification No. : \_\_\_\_\_

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

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

If our Bid is accepted, we undertake:

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

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

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

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

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

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



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

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

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

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

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

# *Schedule of Prices*

## A. Expertise and Qualifications of Professional and Staff to be assigned:

Personnel	Building Administrator	Mechanical Engineer	Electrical Engineer	Electro Mechanical Technician	Electro Mechanical Operator	General Utilities
No. of Days	313	313	313	313	313	313
Rate per Day (Php) SG-2016	1,986.94	1,685.90	1,685.90	1,004.17	1,004.17	731.39
No of Personnel	1	1	1	3	3	3
<b>Payable to Employee (Php)</b>						
Basic Pay	51,826.00	43,974.00	43,974.00	26,192.00	26,192.00	19,077.00
Night Differential						
Service Incentive Leave						
13 <sup>th</sup> Month Pay						
<b>Sub-total</b>						
<b>Payable to Government (Php)</b>						
PAGIBIG						
SSS						
PhilHealth						
ECC						
<b>Sub-total</b>						
Total Monthly Payables (Employee and Government)						
12 Months (Total Monthly Payables x 12)						
Per No. of Employee (Total Monthly Payables x 12 x No. of Personnel)						
<b>Total for Personnel (Php)</b>						

## List of Tools, Equipment and Consumables

### Tools

Item	Description	Quantity	Unit	Unit Cost	Annual Total Cost
1	Screw Drivers Flat and Cross (3-pairs different sizes)	5	sets		
2	Lineman Pliers (8")	5	pcs		
3	Long Nose Pliers (8")	3	set		
4	Cutter Pliers (7")	3	set		
5	Hacksaw (12")with Blades, Steel frame	2	sets		
6	Mini Hacksaw (10")	2	sets		
7	Adjustable Wrench (6", 8", 10", 12" and 20"	1	set		
8	Steel Tape Measure, 8m	5	pcs		
9	Trouble light LED rechargeable	2	pcs		
10	Rechargeable HD LED Flashlight 1200 lumens with loop handle	5	pcs		
11	Rechargeable HD LED Flashlight 1200 lumens with loop handle	5	pcs		
12	Soldering Tweezer	1	set		
13	Hexagonal Key Set (12 pcs; 1/16 – 3/8inch)	1	set		
14	Hexagonal Key Set (9 pcs; 1.5 – 10mm)	1	set		
15	Combination Wrench (14pcs; 10-32mm)	1	set		
16	Bench Vise (T5/IMV45) with Swivel Base (T4SB)	1	set		
17	Face Shield for grinding machine	1	pc		
18	Extension Cord, Industrial Type, Wheel Type, 25m with T-slots Heavy Duty Outlets	1	set		
19	Vise Grip Long Nose, 9"	1	pc		
20	Oxy-Acetylene Tank Cart Wheels, 500lbs	1	pc		
21	Industrial Tool Bag	1	pc		
22	Safety Shoes	12	pairs		
23	Cable Cutter 24"	1	pc		
	<b>SUBTOTAL</b>				

**Equipment**

Item	Description	Quantity	Unit	Unit Cost	Annual Total Cost
1	Clamp Meter 600ACV DCM60L	1	set		
2	Soldering Station (968D)	1	set		
3	Cordless Hammer Drill, 18V, DHP453SFX8	1	set		
4	Vacuum Cleaner, 20 li. (dry and wet surface)	1	unit		
5	Digital Multifunction Environment Meter (CEM 4 in 1) DT8820 Sound Level, Light, Temperature, Humidity Meter	1	set		
6	Refrigerator Leak Detector, Eagletech ATHF	1	set		
7	Welding and Cutting Outfit Set, Harris Type BB2001	1	set		
8	Phase Meter/Indicator, 3-phase 110V to 600V 8031	1	set		
9	Portable Pressure Washer, Aquatak 100	1	set		
10	Bench Grinding Machine 6"	1	pc		
11	Portable Blower, 600W	1	pc		
12	Spray Gun Set Paint Sprayer	1	set		
13	Push Cart, 300kg Heavy Duty	1	pc		
14	Portable Generator Set, 5KVA, min 15 liters diesel	1	set		
	<b>SUBTOTAL</b>				

**Consumables**

Item	Description (Monthly)	Quantity	Unit	Unit Cost	Annual Total Cost (Qty x Unit Cost x 12)
1	Penetrating Oil (WD40), 382ml	3	cans		
2	Contact Cleaner, 360ml	3	cans		
3	Rags	5	kg		
4	Cotton Gloves (with rubber on Palm side)	12	pairs		
5	Aero Tape (ACU Insulation)	10	rolls		
6	Duct Tape, 2" x 20m	3	rolls		
7	Electrical Tape, 16m	10	rolls		
8	Teflon Tape, ½" x 10m	2	Rolls		
9	Packaging Tape, 100m	2	Rolls		
10	Sand Paper #100	10	pcs		
11	Sand Paper #300	10	pcs		

12	Industrial Type Double Adhesive Tape foam 1" x 15'	2	rolls		
13	Face Shield	12	pcs		
14	Rechargeable AA Battery (4's per pack) with charger	12	packs		
15	Liquid Chlorine for STP	25	gal		
	<b>SUBTOTAL</b>				

Item	Description (Quarterly)	Quantity	Unit	Unit Cost	Annual Total Cost (Qty x Unit Cost x 4)
1	Coil Cleaner	2	gal		
2	Grease HD #2 Lithium, 500g	3	cans		
3	Multi-purpose Grease #3 HD, 500g	3	cans		
4	Hacksaw Blades	10	pcs		
5	Angle Grinder Blades, 4"	10	pcs		
6	Refrigerant R22, 13.6kg	3	cyl		
7	Refrigerant R410A, 11.3kg	2	cyl		
8	Refrigerant R134A, 11.3kg	3	cyl		
9	Polyethylene Tape (ACU Insulation Tape): Blue	25	Rolls		
10	Rubber Tape, 8m	1	Box		
11	Blind Rivets, 1000 pcs	10	pcs		
12	Battery Solution/Distilled Water, 1 liter	20	bottles		
13	Epoxy Holiday A + B Component, 1 liter	2	sets		
14	Silicon Sealant	2	pcs		
15	Water Plug, 10lbs	2	cans		
16	Rubber Insulation (t=1") 3'x4' Aeroflex	30	pcs		
17	Rubber Insulation for copper tube 5/8" x 1"	10	pcs		
18	Rubber Insulation for copper tube 3/8" x 1"	10	pcs		
19	All purpose Adhesive (Do All)	1	gal		
20	Wire 2.0mm square THHN 150 meters (#14 AWG)	2	Rolls		
21	Wire 3.5mm square THHN 150 meters (#12 AWG)	2	Rolls		
22	Cable tie 4mm x 300mm Black and White (100s)	2	packs		
23	Facemask (100s/Box)	12	Box		
24	MAPP Gas	2	Cyl		
25	V-Belt				
	B50	2	pcs		
	SPB-4500	2	pcs		

	SPA-1732	2	pcs		
	SPA-1957	2	pcs		
	SPB -1900	2	pcs		
	C-111	2	pcs		
	SPA-2732	2	pcs		
	SPA-1657	2	pcs		
	<b>SUBTOTAL</b>				
<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Annual Total Cost</b>
1	Washable AHU Filter 2m x 20m x 20mm	3	Rolls		
2	Welding Rod (6011) 20kg/box	1	box		
3	HVAC UV Lights, 72 watts	19	sets		
4	Uniforms (3-Polo shirt each)	12	sets		
	<b>SUBTOTAL</b>				
	<b>Total for Tools, Equipment and Consumables</b>				

**TOTAL Php**\_\_\_\_\_

(Total for Personnel + Total for Tools, Equipment and Consumables)

Administrative Fee                      Php\_\_\_\_\_

VAT (12%)                                Php\_\_\_\_\_

**TOTAL BID PRICE                      Php**\_\_\_\_\_

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

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

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

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

## **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

**[Jurat]**

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

**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 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.

5. Data Privacy Compliance

The PARTIES shall comply with the provisions of Republic Act (RA) No. 10173, otherwise known as the “Data Privacy Act of 2012”, its Implementing Rules and Regulations (IRR), issuances of the National Privacy Commission (NPC), and other applicable laws on processing of personal information. These shall include compliance with all relevant data protection policies of the Entity and other measures reasonably necessary to prevent any use or disclosure of personal data other than as allowed under this contract.

The PARTIES shall implement security measures aimed at maintaining the availability, integrity, and confidentiality of personal data including the protection of personal data against any accidental or unlawful destruction, alteration, and disclosure, as well as against any other unlawful processing.

6. Consent to the Processing of Personal Information

As part of the data privacy compliance, the Supplier hereby grants its consent to the Entity’s processing of his/her personal information collected under this contract, which may include the disclosure of such information to third parties, to comply with requirements of law in relation to the implementation of this contract.

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

*[Insert Name and Signature]*

*[Insert Name and Signature]*

*[Insert Signatory’s Legal Capacity]*

*[Insert Signatory’s Legal Capacity]*

*for:*

*for:*

*[Insert Procuring Entity]*

*[Insert Name of Supplier]*

**Acknowledgment**

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

## Omnibus Sworn Statement (Revised)

*[shall be submitted with the Bid]*

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

### AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

*[If a sole proprietorship:]* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

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

**IN WITNESS WHEREOF**, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

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

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

**Statement of all Ongoing Government and Private Contracts  
including Contracts Awarded but not yet Started**

<b>Name of the Contract</b>	<b>Date of the Contract</b>	<b>Contract Duration</b>	<b>Owner's Name and Address</b>	<b>Kinds of Goods</b>	<b>Amount of Contract</b>	<b>Value of Outstanding Contract</b>

_____ Name of Company	_____ Signature over Printed Name of Representative	_____ Date
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**Statement of Single Largest Completed Contract Similar to the Contract to be Bid**

<b>Name of the Contract</b>	<b>Date of the Contract</b>	<b>Contract Duration</b>	<b>Owner's Name and Address</b>	<b>Kinds of Goods</b>	<b>Amount of Completed Contract</b>	<b>Date of Delivery</b>	<b>End User's Acceptance or Official Receipt or Sales Invoice</b>
							<i>(Attach a copy)</i>

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Name of Company

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Signature over Printed Name of Representative

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Date

**Note:** Attach a copy of the **End User's Acceptance or Official Receipt or Sales Invoice** as proof for the SLCC as per GPPB Circular No. 04-2020 dated September 16, 2020.

