

**NATIONAL HOME MORTGAGE
FINANCE CORPORATION
(NHMFC)**

**BIDDING FOR THE
PROCUREMENT OF JANITORIAL SERVICES 2021**



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REPUBLIC OF THE PHILIPPINES
NATIONAL HOME MORTGAGE FINANCE CORPORATION
Filomena Building III, 104 Amorsolo Street,
Legaspi Village, Makati City
Telephone Nos. 893-15-01

INVITATION TO BID FOR THE PROCUREMENT OF JANITORIAL SERVICES
NHMFC IB No. 21-531803-01

1. The *National Home Mortgage Finance Corporation (NHMFC)*, through Corporate Operating Budget for 2021 intends to apply the sum of ***Six Million Six Hundred Thirty Thousand Pesos (P6,630,000.00)*** being the Approved Budget for the Contract (ABC) to payment under contract for the Procurement of Janitorial Services. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *National Home Mortgage Finance Corporation* now invites bids for the above Procurement Project. Delivery of Services is required by **July 1, 2021**. Bidders should have completed within thirty (30) days 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 National Home Mortgage Finance Corporation and inspect the Bidding Documents at the address given below during office hours from 8:00 am to 4:00 pm.

5. A complete set of Bidding Documents may be acquired by interested Bidders from **May 14 to June 17, 2021** from the given address and website below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **P10,000.00**. Bidders may deposit their payments for the bidding documents through Land Bank of the Philippines (LBP) CA 1782-1003-74 with account name NHMFC. Bidders may input their name in the LBP deposit slip in the portion of depositors representative and email a copy of the said deposit slip to nhmfc.bacsecretariat@gmail.com The Procuring Entity shall allow the bidder to present its proof of payment for the fees through e-mail.

6. The National Home Mortgage Finance Corporation will hold a **Pre-Bid Conference on June 4, 2021 at 9:00 a.m.** through video conferencing via zoom, which shall be open to prospective bidders with the details below:

Zoom Meeting Link:

<https://us02web.zoom.us/j/81601201806?pwd=elBpUHkydWFSWEF5ZnBkcjhON1ZYUT09>

Meeting ID: 816 0120 1806

Passcode: 481443

7. Bids must be duly received by the BAC Secretariat through on-line or electronic submission as indicated below. 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. **Deadline of submission and opening of bids** shall be on **June 17, 2021 at 9:00 am** through video conferencing via zoom with the details below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

Zoom Meeting Link:

<https://us02web.zoom.us/j/81702276912?pwd=UUwzM3ZlM1lQazJlWldRK005cm9wdz09>

Meeting ID: 817 0227 6912

Passcode: 886317

10. The National Home Mortgage Finance Corporation reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2061 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

ADORNICO P. REDONDO, Jr.

Head, BAC Secretariat

2nd Floor, Filomena Bldg. III, 104 Amorsolo St.

Legaspi Village, Makati City, Metro Manila

Tel. Nos. (02) 8893-15-01

(Sgd.)

MA. VICTORIA L. ALPAJARO

BAC Chairman

Section II. Instructions to Bidders

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1. **Scope of Bid**

1.1. The Procuring Entity, National Home Mortgage Finance Corporation (hereinafter referred to “NHMFC” for brevity), wishes to receive bids for the Procurement of Janitorial Services (hereinafter referred to as the “Goods”) with identification number IB No. 21-531803-01

1.2. The NHMFC requires twenty-two (22) janitorial/utility personnel plus one supervisor (free of charge) for this bidding as provided in the **BDS**. The contracting strategy and basis of evaluation of lots is described in **ITB Clause Error! Reference source not found.**

2. **Funding Information**

2.1. The GOP through the source of funding as indicated below for COB 2021 in the amount of **Php6,630,000.00**

2.2. The source of funding is:

GOCC and GFIs, the Corporate Operating Budget.

3. **Bidding Requirements**

The Bidding for the Project shall be government by all the provisions of R.A. 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.

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 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 exceeding those allowed under the rules may participate pursuant to:

(a) When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;

(b) Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines.

(c) When the Goods sought to be procured are not available from local suppliers; or

(d) When there is a need to prevent situations that defeat competition or restrain trade.

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:

For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

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

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security 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 allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the BDS, which shall not exceed twenty percent (20%) of the contracted Goods.

7.2. 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. 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 subcontractors, 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 (state relevant period as provided in paragraph 2 of the IB) 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.

11.5. *[Include if Framework Agreement will be used:]* Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

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)**.

12.2. *[Include if Framework Agreement will be used:]* For Framework Agreement, the following should also apply in addition to Clause 12.1:

a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-

competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

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

14.2. The Bid and bid security shall be valid until *[indicate date]*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

14.3. *[Include if Framework Agreement will be used:]* In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

15. Sealing and Marking of Bids

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

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

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

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**.

16.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

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.

18.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

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.

[Include the following options if Framework Agreement will be used:]

a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;

b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.

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

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

19.4. The Project shall be awarded as follows:

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. The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 7.

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**.

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.

20.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.

20.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.

20.5. A negative determination shall result in rejection of the Bidder's Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid with a fresh period to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation for contract award.

20.6. Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.

20.7. In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

21. **Signing of the Contract**

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

Section III. Bid Data Sheet

ITB Clause	
1.1 – Scope of Bid	The Procuring Entity is National Home Mortgage Finance Office The name of the Contract is: Procurement of Janitorial and Sanitation Services 2021
1.2	The bidding shall have one lot(s)as follows: Procurement of Janitorial and Sanitation Services 2021
2.1 – Funding Information	Funding Information: The Government of the Philippines (GOP) through General Appropriations Act 2019 in the amount of Six Million Six Hundred Thirty Thousand Pesos (Php6,630,00.00) , being the Approved Budget for the Contract. The Name of the Project: Procurement of Janitorial and Sanitation Services 2021
2.2	No further instructions.
3 – Bidding Requirements	No further instructions.
4 – Corrupt, Fraudulent, Collusive, and Coercive Practices	No further instructions.
5 – Eligible Bidders	The Bidder must have completed, within four (4) years and ITB Clause 12.1(a)(ii), a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC. For this purpose, similar contracts shall refer to Procurement of Janitorial Services 2021
6 – Origin of Goods	No further instructions.
7 – Subcontracts	“Subcontracting is not allowed.”
8 – Pre-Bid Conference	The Procuring Entity will hold a Pre-Bid Conference for this Project is on June 4, 2021 at 9:00 am at the NHMFC Boardroom, 104 Filomena Bldg. Amorsolo Street, Legaspi Village, Makati City or via zoom whatever is feasible

9 – Clarification and Amendment of Bidding Documents	No further instructions
10 – Eligibility and Technical Components	<p>No Further Instructions</p> <p>a. Eligibility Documents</p> <p>Class “A” Documents</p> <p>i. Copy of valid and current PhilGeps Certificate of Registration and membership in accordance with Section 8.5.2 of the Revised IRR of RA 9184</p> <p>b. Technical Documents</p> <p>i. For Statement of all Ongoing Contracts including contracts – amount of contracts and value of outstanding contracts (SF-GOOD-13a); and</p> <p>ii. For Statement of SLCC – amount of completed contracts, adjusted by the bidder to current prices using PSA’s consumer price index, if necessary for the purpose of meeting the SLCC requirement (SF-GOOD-13b)</p> <p>SF-GOOD-13b shall be supported by the ff:</p> <ul style="list-style-type: none"> ● Contract/Memorandum of Agreement/Purchase Order ● End user’s acceptance or official receipt(s) or collection receipts or cash receipts or sales invoice issued for the contract, if completed, covering the full amount of contract.
11 – Financial Component	<p>No further instructions</p> <p>The second bid envelope shall contain the financial documents for the Bid as specified in Section VIII (Checklist of Technical and Financial Documents)</p>
12 – Bid Prices	No further instructions

13 – Bid and Payment Currencies	No further instructions.
14 – Bid Security	Bid Securing Declaration or Manager’s/Cashier’s Check (2% of ABC) or Surety Bond (5% of ABC)
15 – Sealing and Marking of Bids	No further instructions
16 – Deadline for Submission of Bids	Deadline for submission of Bids is June 17, 2021 at 9:00 in the morning.
17- Opening and Preliminary Examination of Bids	Opening and Preliminary Examination of Bids is June 17, 2021 at 9:00 in the morning.
18 – Domestic Preference	Not applicable
19 – Detailed Evaluation and Comparison	No further instructions
20 – Post-Qualification	No further instructions
21 – Signing of Contract	No further instructions

Section IV. General Conditions of Contract

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1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

(a) “The Contract” means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

(c) “The Goods” means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.

(d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.

(e) “GCC” means the General Conditions of Contract contained in this Section.

(f) “SCC” means the Special Conditions of Contract.

(g) “The Procuring Entity” means the organization purchasing the Goods, as named in the **SCC**.

(h) “The Procuring Entity’s country” is the Philippines.

(i) “The Supplier” means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the **SCC**.

(j) The “Funding Source” means the organization named in the **SCC**.

(k) “The Project Site,” where applicable, means the place or places named in the **SCC**.

(l) “Day” means calendar day.

(m) The “Effective Date” of the contract will be the date of signing the contract, however, the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved contract.

(n) “Verified Report” refers to the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

2.1. Unless otherwise provided in the SCC, the Procuring Entity, as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.

(iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

(iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in **GCC** Clause (a).

3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

4. Governing Law and Language

4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

5. Notices

5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the **SCC** for **GCC** Clause 5.1.

6. Scope of Contract

6.1. The Goods and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.

6.2. 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. Any additional requirements for the completion of this Contract shall be provided in the **SCC**.

7. Subcontracting

7.1. Subcontracting of any portion of the Goods, if allowed in the **BDS**, does not relieve the Supplier of any liability or obligation under this 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.

7.2. If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

8. Procuring Entity's Responsibilities

8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.

8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 6.

9. Prices

9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.

9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with **GCC** Clause 29.

10. Payment

10.1. Payments shall be made only upon a certification by the HoPE to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in **GCC** Clause 17.

10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the **SCC** provision for **GCC** Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.

10.3. Pursuant to **GCC** Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the schedule stated in the **SCC**.

10.4. Unless otherwise provided in the **SCC**, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

10.5. Unless otherwise provided in the **SCC**, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the **SCC**. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

11. Advance Payment and Terms of Payment

11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount unless otherwise directed by the President or in cases allowed under Annex “D” of RA 9184.

11.2. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

11.3. For Goods supplied from abroad, unless otherwise indicated in the **SCC**, the terms of payment shall be as follows:

(a) On Contract Signature: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.

(b) On Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the **SCC** provision on Delivery and Documents.

(c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity’s authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity’s authorized representative within forty five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity’s own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the **SCC** provision on Delivery and Documents.

12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

13. Performance Security

13.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the **ITB Clause Error! Reference source not found.**

13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.

13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.

13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:

- (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
- (b) The Supplier has no pending claims for labor and materials filed against it; and
- (c) Other terms specified in the **SCC**.

13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

14.2. Any document, other than this Contract itself, enumerated in **GCC** Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the

; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

16. Inspection and Tests

16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The SCC and

16.2. 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.

16.3. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.

16.4. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

16.5. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 5.

16.6. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.

17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the Total Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period specified in the **SCC**; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.

17.4. 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, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.

17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.

18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under **GCC** Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.

18.3. Except as provided under **GCC** Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to **GCC** Clause 19, unless an extension of time is agreed upon pursuant to **GCC** Clause 29 without the application of liquidated damages.

19. Liquidated Damages

Subject to **GCC** Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the

unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity may rescind or terminate the Contract pursuant to **GCC** Clause 23, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.

20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 (“R.A. 9285”), otherwise known as the “Alternative Dispute Resolution Act of 2004.”

20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due to the Supplier.

21. Liability of the Supplier

21.1. The Supplier’s liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the **SCC**.

21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. Force Majeure

22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier’s delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.

22.2. For purposes of this Contract the terms “*force majeure*” and “fortuitous event” may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Supplier could not have foreseen, or which though foreseen, was

inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

23. Termination for Default

23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attend its implementation:

(a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;

(b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or

(c) The Supplier fails to perform any other obligation under the Contract.

23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.

23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

25. Termination for Convenience

25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:

- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- (a) Corrupt, fraudulent, and coercive practices as defined in **ITB**
- (b) Drawing up or using forged documents;
- (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- (d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

27.1. The following provisions shall govern the procedures for termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within

a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;

(b) Upon recommendation by the Implementing Unit, the HoPE shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:

(i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;

(ii) the extent of termination, whether in whole or in part;

(iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and

(iv) special instructions of the Procuring Entity, if any.

(c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;

(d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;

(e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;

(f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;

(g) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE; and

(h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

29. **Contract Amendment**

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by a written amendment signed by the parties.

30. **Application**

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

Section V. Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is National Home Mortgage Finance Corporation
1.1(i)	The Supplier is _____.
1.1(j)	<p>Funding Information</p> <p>The Government of the Philippines (GOP) through General Appropriations Act 2019 in the amount of Six Million Six Hundred Thirty Thousand Pesos (Php 6,630,000.00), being the Approved Budget for the Contract for the Public Bidding of one year Procurement of Janitorial Service for National Home Mortgage Finance Corporation</p>
1.1(k)	<p>The Project Site is:</p> <p>National Home Mortgage Finance Corporation - Makati City.</p>
2.1	No further instructions.
5.1	<p>The PROCURING ENTITY’S address for Notices is:</p> <p style="text-align: center;">National Home Mortgage Finance Corporation</p> <p style="text-align: center;">104 Filomena Bldg. Amorsolo Street, Legaspi Village,</p> <p style="text-align: center;">Makati City</p> <p style="text-align: center;">Contact person Mr. Adornico P. Redondo, Jr., BAC Secretariat</p> <p style="text-align: center;">at Telephone Nos. 893-1501 local _____</p> <p>The Supplier’s address for the notices is:</p> <p>Contact Person: _____</p>

6.1	<p>Scope of Work:</p> <p>The prospective bidder shall bid and provide janitorial services for the National Home Mortgage Finance Corporation, including additional services, if any, specified in Section VI. Schedule of Requirements.</p> <p>To provide 22 janitors/janitress plus 1 supervisor who shall work 6 days a week, from 7:00 a.m to 7:00 p.m. on shifting schedule.</p> <table border="1" data-bbox="469 779 1310 1270"> <thead> <tr> <th>No. of Personnel</th> <th>Assignment</th> </tr> </thead> <tbody> <tr> <td>18</td> <td>Makati Head Office</td> </tr> <tr> <td>2</td> <td>Taguig City Warehouse</td> </tr> <tr> <td>1</td> <td>Imus Satellite Office</td> </tr> <tr> <td>1</td> <td>Laguna Satellite Office</td> </tr> <tr> <td>1</td> <td>Supervisor</td> </tr> <tr> <td>23</td> <td>Total</td> </tr> </tbody> </table> <p>To perform the following</p> <p>Daily Operations:</p> <ol style="list-style-type: none"> a. Sweeping, mopping, spot scrubbing, waxing, and polishing of all floors. Main entrance, waiting areas, counseling and cashier areas shall be serviced continuously during office hours b. Vacuuming of all carpeted areas (where applicable) c. Dusting, damp-mopping and polishing of furniture and fixtures d. Cleaning and sanitizing of toilets and wash rooms, which include the constant use of special cleaning and sanitizing solutions in basins and toilet bowls 	No. of Personnel	Assignment	18	Makati Head Office	2	Taguig City Warehouse	1	Imus Satellite Office	1	Laguna Satellite Office	1	Supervisor	23	Total
No. of Personnel	Assignment														
18	Makati Head Office														
2	Taguig City Warehouse														
1	Imus Satellite Office														
1	Laguna Satellite Office														
1	Supervisor														
23	Total														

	<p>e. Dusting and cleaning of office equipment surfaces, book shelves, cabinets and furniture, glass tops, inside windows, window edges, air vents, partitions, sidings, and inside walls</p> <p>f. Emptying and cleaning of waste paper containers, pick butts from sand urns and disposing of garbage to designated areas</p> <p>g. Disposal of trash, rubbish and garbage from the building to receptacles provided for this purpose</p> <p>h. Watering of indoor plants</p> <p>i. Washing of cups, saucers, spoons, glasses, and other office utensils</p> <p>j. Cleaning of telephone and intercom receivers</p> <p>k. Spoon off any sticky substance or dirt on the floor with putty knife and clean with damp cloth or rugs</p> <p>l. Stay in respective posts for messengerial job/ errand within the premises</p> <p>m. Attend to the needs of staff meetings required</p> <p>Weekly Operations:</p> <p>a) Washing and cleaning of inside glass windows and doors</p> <p>b) Dusting of light fixtures and suspended from the ceiling</p> <p>c) Cleaning, waxing, and polishing of office furniture and fixtures, counters, etc., excluding items or equipment that requires specialized maintenance</p> <p>d) General cleaning of door knobs, glass partitions, and light diffusers.</p> <p>e) Thorough cleaning and disinfecting of toilet bowls, urinal bowls, and lavatory</p> <p>f) Taking out of indoor plants for sunlight exposure</p> <p>Monthly Periodic Operations:</p>
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	<p>a) Light fixtures covered by diffuser shall be removed, washed, replaced</p> <p>b) Carpet and office furniture and fixtures (modular partitions), shampooing, if necessary or at least every six (6) months</p> <p>Other janitorial activities and related services that maybe assigned from time to time by the NHMFC officials and employees</p>																															
6.2	<p>Additional services to be provided:</p> <table border="1" data-bbox="432 856 1361 1873"> <tr> <td data-bbox="432 856 1070 926">▪ Floor Polisher (16")</td> <td data-bbox="1070 856 1361 926">7</td> </tr> <tr> <td data-bbox="432 926 1070 995">▪ Vacuum Cleaner (wet & dry)</td> <td data-bbox="1070 926 1361 995">7</td> </tr> <tr> <td data-bbox="432 995 1070 1064">▪ 6-Step Ladder (4')</td> <td data-bbox="1070 995 1361 1064">2</td> </tr> <tr> <td data-bbox="432 1064 1070 1134">▪ Push Cart</td> <td data-bbox="1070 1064 1361 1134">5</td> </tr> <tr> <td data-bbox="432 1134 1070 1203">▪ Mop Squeezer</td> <td data-bbox="1070 1134 1361 1203">5</td> </tr> <tr> <td data-bbox="432 1203 1070 1272">▪ Caution Sign, A-Type</td> <td data-bbox="1070 1203 1361 1272">2</td> </tr> <tr> <td data-bbox="432 1272 1070 1341">a) Monthly Basis</td> <td data-bbox="1070 1272 1361 1341"></td> </tr> <tr> <td data-bbox="432 1341 1070 1411">- Mop Heads</td> <td data-bbox="1070 1341 1361 1411">14 pcs.</td> </tr> <tr> <td data-bbox="432 1411 1070 1480">- Garbage Bag (XL/XXL) Plastic</td> <td data-bbox="1070 1411 1361 1480">400 pcs.</td> </tr> <tr> <td data-bbox="432 1480 1070 1549">- Laundry Bar Soap (4 slices per bar)</td> <td data-bbox="1070 1480 1361 1549">10 bars</td> </tr> <tr> <td data-bbox="432 1549 1070 1619">- Powder Soap</td> <td data-bbox="1070 1549 1361 1619">15 kilos</td> </tr> <tr> <td data-bbox="432 1619 1070 1688">- All Purpose Cleaner</td> <td data-bbox="1070 1619 1361 1688">8 gallons</td> </tr> <tr> <td data-bbox="432 1688 1070 1757">- Zonrox/Clorox/Lysol</td> <td data-bbox="1070 1688 1361 1757">8 gallons</td> </tr> <tr> <td data-bbox="432 1757 1070 1827">- Deodorant Cake (deodorizer)</td> <td data-bbox="1070 1757 1361 1827">100 pcs.</td> </tr> <tr> <td data-bbox="432 1827 1070 1873">- Air Freshener</td> <td data-bbox="1070 1827 1361 1873">14 cans</td> </tr> </table>		▪ Floor Polisher (16")	7	▪ Vacuum Cleaner (wet & dry)	7	▪ 6-Step Ladder (4')	2	▪ Push Cart	5	▪ Mop Squeezer	5	▪ Caution Sign, A-Type	2	a) Monthly Basis		- Mop Heads	14 pcs.	- Garbage Bag (XL/XXL) Plastic	400 pcs.	- Laundry Bar Soap (4 slices per bar)	10 bars	- Powder Soap	15 kilos	- All Purpose Cleaner	8 gallons	- Zonrox/Clorox/Lysol	8 gallons	- Deodorant Cake (deodorizer)	100 pcs.	- Air Freshener	14 cans
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-	Furniture Polish	10 cans
-	Emulsion Wax	8 gallons
-	Toilet Bowl Cleaner	8 gallons
-	Scotch Bright	32 pcs
-	Cleanser	18 kilos
-	Solvent Wax	5 gallons
-	Muriatic Acid	3 gallons
-	Sealer Wax/Stripper	10 gallons
-	Glass Cleaner	5 gallons
-	Gloves	22 pcs
b. Every Two (2) Months		
-	Garbage Bag (small) Plastic	200 pcs
-	Scrubbing Pad (16")	7 pcs
-	Polishing Pad (16")	7 pcs
-	Hand Towels	16 pcs
-	Pranela	16 pcs
c. Quarterly Basis		
-	Soft Broom	16 pcs
-	Stick Broom	16 pcs
-	Spatula	6 pcs
-	Metal Polish	4 cans
-	Stripping Pad	10 pcs
d. Annually		
-	Dust Pan	24 pcs

	- Door Mat	16 pcs
	- Pail	16 pcs
	- Mop Handle	24 pcs
	- Glass Squeegee	16 pcs
	- Feather Duster	16 pcs
	- Water Dipper	45 pcs
	- Trash Can with Cover	30 pcs
10.4	“Not applicable”	
10.5	“Not applicable”	
11.3	The terms of payment shall be on a monthly basis.	
13.4(c)	“No further instructions”.	
17.3	Not applicable	
17.4	Not applicable	
21.1	<i>If the Supplier is a joint venture, “All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.”</i>	

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
	Provide NHMFC with one (1) year Janitorial Services by supplying with the following			
1	Manpower Requirements 23 Utility personnel inclusive of 1 supervisor (Please see Terms of Reference for the Qualifications of Personnel who shall perform the required services)	1 lot	1 lot	July 1, 2021 to June 28, 2022 effective upon receipt of the Notice to Proceed (NTP)
2	Equipment			
	▪ Heavy Duty Floor Polisher (16")	7	7 units	July 1, 2021
	▪ Vacuum Cleaner (wet & dry)	7	7 units	July 1, 2021
	▪ Push Cart	5	5 units	July 1, 2021
	▪ Mop Squeezer	5	5 units	<u>July 1, 2021</u>
3	Supplies / Consumables			
	a.			
	- Mop Heads	14 pcs.	14 pcs.	Monthly
	- Garbage Bag (XL/XXL) Plastic	400 pcs.	400 pcs.	Monthly

	- Laundry Bar Soap (4 slices per bar)	10 bars	10 bars	Monthly
	- Powder Soap	15 kilos	15 kilos	Monthly
	- All Purpose Cleaner	8 gallons	8 gallons	Monthly
	- Zonrox/Clorox/Ly sol	8 gallons	8 gallons	Monthly
	- Deodorant Cake (deodorizer)	100 pcs.	100 pcs.	Monthly
	- Air Freshener	14 cans	14 cans	Monthly
	- Round Rags	12 kilos	12 kilos	Monthly
	- Furniture Polish	10 cans	10 cans	Monthly
	- Emulsion Wax	8 gallons	8 gallons	Monthly
	- Toilet Bowl Cleaner	8 gallons	8 gallons	Monthly
	- Scotch Bright	32 pcs	32 pcs	Monthly
	- Cleanser	18 kilos	18 kilos	Monthly
	- Solvent Wax	5 gallons	5 gallons	Monthly
	- Muriatic Acid	3 gallons	3 gallons	Monthly
	- Sealer Wax/Stripper	10 gallons	10 gallons	Monthly
	- Glass Cleaner	5 gallons	5 gallons	Monthly
	- Gloves	22 pcs	22 pcs	Monthly
	b.			
	- Garbage Bag (small) Plastic	200 pcs	200 pcs	Every 2 Months
	- Scrubbing Pad (16")	7 pcs	7 pcs	Every (2) Months

	- Polishing Pad (16")	7 pcs	7 pcs	Every (2) Months
	- Hand Towels	16 pcs	16 pcs	Every (2) Months
	- Pranela	16 pcs	16 pcs	Every (2) Months
	c.			
	- Soft Broom	16 pcs	16 pcs	Quarterly
	- Stick Broom	16 pcs	16 pcs	Quarterly
	- Spatula	6 pcs	6 pcs	Quarterly
	- Metal Polish	4 cans	4 cans	Quarterly
	- Stripping Pad	10 pcs	10 pcs	Quarterly
	d.			
	- Dust Pan	24 pcs	24 pcs	Annually
	- Door Mat	16 pcs	16 pcs	Annually
	- Pail	16 pcs	16 pcs	Annually
	- Mop Handle	24 pcs	24 pcs	Annually
	- Glass Squeegee	16 pcs	16 pcs	Annually
	- Feather Duster	16 pcs	16 pcs	Annually
	- Water Dipper	45 pcs	45 pcs	Annually
	- Trash Can with Cover	30 pcs	30 pcs	Annually

SECTION VII. TECHNICAL SPECIFICATIONS

Item	Specification	Statement of Compliance
		Bidders must state here either <u>“Comply” or “Not Comply”</u> against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause 3.1(a)(ii) and/or GCC Clause 2.1(a)(ii).
1	Stability	
	a. The prospective bidder must have completed, within four (4) years from date of submission and receipt of bids a single contract that is similar to the contract to be bid, and whose value must be at least fifty percent (50%) of the ABC.	
	a. Liquidity of the Contractor (Submit Audited Financial Statement for the last two (2) year duly stamped received by BIR or its duly accredited and authorized institution)	
	b. Organization set-up (Submit a certification under oath of an updated copy of	

	Company profile, list of key officials, incorporators or Stockholders)	
2	Resources	
	a. Number and Kind of Equipment and Supplies	
	b. Number of Janitors and Supervisor/s	
3	Housekeeping Plan	
4	Other Factors	
	a. Completeness of Uniforms and Other Paraphernalia	

SECTION VIII. BIDDING FORMS

I.	CHECKLIST OF DOCUMENTS.....	70
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IV.	SAMPLE FORMS.....	82

CHECKLIST OF DOCUMENTS

<i>ENVELOPE NO. 1 - TECHNICAL COMPONENT (Legal Documents, Technical Documents and Financial Documents)</i>	
(a) Legal Documents under ITB Clause 10	
<p>1. PhilGEPS Certificate of Registration and Membership (Platinum) in accordance with Section 8.5.2 of the 2016 IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with section 37.1.4 of the IRR. or</p> <p>2. DTI business name registration in the case of Single Proprietorship; or SEC Registration Certificate, in the case of Partnerships or Corporations; or CDA Registration, in the case of Cooperatives; or</p> <p>3. Mayor’s 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</p> <p style="padding-left: 40px;">In cases of recently expired Mayor’s/Business permits, it shall be accepted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post-qualification requirement in accordance with Section 34.2 of 2016 Revised IRR of RA 9184; and</p> <p>4. Tax Clearance per E.O. 398, s. 2005, as finally reviewed and approved by the BIR.</p>	

(b) Technical Documents under <u>ITB</u> Clause No. 10	

5. The statement of all ongoing government and private contracts shall include all such contracts within the last five (5) years which may be similar or not similar to the project from the date of submission and receipt of bids, including contracts awarded but not yet started, if any and (See attached Sample Form Nos. SF-GOOD-13a)

6. Statement of bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sec. 23.4.1.3 and 23.4.2.4 of the 2016 IRR, RA 9184, within the last four (4) years from the date of submission and receipt of bids, a contract similar to the Project, equivalent to at least fifty percent (50%) of the ABC. (See attached Sample Form)

The two statements required shall indicate for each contract the following:

(ii.1) name of the contract;

(ii.2) date of the contract;

(ii.3) contract duration;

(ii.4) owner's name and address;

(ii.5) kinds of Goods;

(ii.6) For Statement of Ongoing Contracts - amount of contract and value of outstanding contracts;

(ii.7) For Statement of SLCC - amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the SLCC requirement;

(ii.8) date of delivery; and

(ii.9) end user's acceptance or official receipt(s) or

sales invoice issued for the contract, if

completed, which shall be attached to the

statements.

7. 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;

<p>8. Conformity with Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after sales/parts, if applicable; and</p> <p>9. Original duly signed Omnibus Sworn Statement (OSS) and if applicable, Original Notarized Secretary's Certificate in case of corporation, partnership, or cooperative, or Original Special Power of Attorney of all members of the Joint Venture giving full power and authority to its officers to sign and OSS and do acts to represent the Bidder.</p>	
<p>(c) Financial Documents</p>	
<p>10. Audited financial statements showing, among others, total 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</p>	
<p>11. Computation of Net Financial Contracting Capacity (NFCC) or a committed Line of Credit from a Universal or Commercial Bank in lieu of NFCC Computation.</p>	
<p>12. 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 this instance that the bid is successful.</p>	
<i>ENVELOPE NO. 2 - FINANCIAL COMPONENT</i>	
<p>13. Original of duly signed and accomplished Financial Bid Form; and</p> <p>14. Original of duly signed and accomplished Price Schedule or Details of Financial Bid.</p>	

NHMFC BID FORM NO. 1– TECHNICAL PROPOSAL

Ms. MA. VICTORIA L. ALPAJARO

Chairperson, Bids and Awards Committee
National Home Mortgage Finance Corporation
104 Filomena Bldg. Amorsolo St., Legaspi Village
Makati City

Gentlemen and/or Ladies:

We, the undersigned, offer to provide the requirement of the National Home Mortgage Finance Corporation for the **Procurement of Janitorial and Sanitation Services for 2021** in accordance with your bidding documents dated *[insert date]*. We are hereby submitting our Bid, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 18.2 and it shall remain binding upon us and may be accepted 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 as per **ITB** Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter’s behalf for the Name of Project of the Name of the Procuring Entity] [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter’s behalf for Name of Project of the Name of the Procuring Entity].*

Very truly yours,

Authorized Signature:
 Name and Title of Signatory
 Name of Firm:
 Address:

Herewith is our **TECHNICAL PROPOSAL** for your office requirement:

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

Scope of Work:		Comply												
<p>The prospective bidder shall bid and provide janitorial services for the National Home Mortgage Finance Corporation, including additional services, if any, specified in Section VI. Schedule of Requirements and as indicated in the Terms of Reference (TOR):</p> <p>The winning bidder shall provide 22 janitors/janitress plus 1 supervisor who shall work 6 days a week, from 7:00 a.m to 7:00 p.m. on shifting schedule.</p> <table border="1" data-bbox="248 1566 1214 1845"> <thead> <tr> <th>No. of Personnel</th> <th></th> <th>Assignment</th> </tr> </thead> <tbody> <tr> <td>18</td> <td></td> <td>Makati Head Office</td> </tr> <tr> <td>2</td> <td></td> <td>Taguig City Warehouse</td> </tr> <tr> <td>1</td> <td></td> <td>Imus Satellite Office</td> </tr> </tbody> </table>		No. of Personnel		Assignment	18		Makati Head Office	2		Taguig City Warehouse	1		Imus Satellite Office	
No. of Personnel		Assignment												
18		Makati Head Office												
2		Taguig City Warehouse												
1		Imus Satellite Office												

1		Laguna Satellite Office	
1		Supervisor	
23		Total	
<p>The winning bidder shall provide relievers or replacements of the assigned personnel who are absent or unable to perform the services contracted, for any reason whatsoever, in order to ensure continuous and uninterrupted service</p>			
<p>The winning bidder upon request of the procuring entity, when it deems necessary, anytime during the duration of the contract, may require the service provider to replace any of its personnel due to unsatisfactory performance and other causes. The winning bidder must replace the personnel concerned within twenty-four (24) hours upon receipt of the notice.</p>			
<p>The winning bidder shall possess all government permits, licenses, and clearances necessary for the performance of the services contracted; assume full responsibility for complying with all laws, ordinances, and regulations applicable to the said contracted services; and agrees to be solely responsible for renewing all such permits, licenses, and clearances</p>			
<p>The winning bidder shall assign one (1) Supervisor (free of charge) who shall be stationed at the NHMFC Head Office to monitor the performance of deployed personnel</p>			

<p>Any stoppage of work caused by the employees of the winning bidder for any unjustifiable reason shall be the responsibility of the winning bidder and shall be liable for any damage that may be caused to the NHMFC by such action</p>	
<p>The winning bidder shall be liable for non-performance of work of its personnel assigned to the NHMFC and shall, likewise, be liable for the payment of any losses caused by such non-performance of work</p>	
<p>The winning bidder shall be liable for any losses and damages which the NHMFC properties and facilities may suffer as a direct result of the fault or negligence of the personnel assigned</p>	
<p>The winning bidder shall assume exclusive, immediate and full responsibility for any loss or damage and/or personal injury sustained by the NHMFC, its officers, employees, visitors and agents, as well as properties of said persons, where such loss or damage or injury have been caused by or attributed to any fault, untoward act, misconduct, negligence, theft, pilferage, robbery, and any other unlawful or destructive act, on the part of the winning bidder or any of its personnel</p>	
<p>The winning bidder, its representative, and personnel shall obey the rules and regulations of the NHMFC including matters pertaining to janitorial and sanitation activities.</p>	
<p>The winning bidder shall provide identification cards and uniforms to its personnel, which shall be worn during work hours and at all times that these personnel are within the NHMFC premises</p>	

<p>The winning bidder shall stand fully and solely liable for the enforcement of and /or compliance with all labor and/or social legislations as well as other pertinent laws and/or decrees and those that may be enacted thereafter. The WINNING BIDDER shall comply with the payment of salaries in accordance with the existing labor laws, rules, and regulations such as but not limited to, the Labor Code laws on existing Living Allowances, 13th Month Pay, PD 351, PhilHealth Membership, Social Security Law, Pag-IBIG and Employees Compensation Commission and shall strictly observe the provision of copy of payslip to all its personnel assigned to NHMFC</p>	
<p>The winning bidder shall take into account NHMFC’s right or option to recommend to the winning bidder the number of existing utility personnel for absorption. NHMFC, however, reserves the right to demand the immediate replacement of any service personnel assigned by the winning bidder to the job who, in opinion of the former, is incompetent, dishonest or whose services will be prejudicial to the interests of the Corporation.</p>	
<p>The winning bidder shall give written notice to NHMFC whenever any of these service personnel are to be replaced or removed. The number of janitors/janitresses required in the Contract may be revised in accordance with the needs of the Corporation, provided that due notice thereof is served upon and provided further, that in case of decrease, the number of personnel to be retained should at least be 80% of the present requirement</p>	
<p>The winning bidder shall authorize the NHMFC in special cases, where warranted/exigent, to intervene in the supervision of the personnel assigned to the NHMFC during their term of duty. However, the exercise by the NHMFC of such authority shall neither be deemed nor interpreted as relinquishment of the power/responsibility of the winning bidder as employer of its personnel assigned to the NHMFC nor be construed as creating an</p>	

<p>employer-employee relationship between NHMFC and the said personnel of the winning bidder</p>	
<p>Daily Operations:</p> <p>Sweeping, mopping, spot scrubbing, waxing, and polishing of all floors. Main entrance, waiting areas, counseling and cashier areas shall be serviced continuously during office hours</p> <p>Vacuuming of all carpeted areas (where applicable)</p> <p>Dusting, damp-mopping and polishing of furniture and fixtures</p> <p>Cleaning and sanitizing of toilets and wash rooms, which include the constant use of special cleaning and sanitizing solutions in basins and toilet bowls</p> <p>Dusting and cleaning of office equipment surfaces, book shelves, cabinets and furniture, glass tops, inside windows, window edges, air vents, partitions, sidings, and inside walls</p> <p>Emptying and cleaning of waste paper containers, pick butts from sand urns and disposing of garbage to designated areas</p> <p>Disposal of trash, rubbish and garbage from the building to receptacles provided for this purpose</p> <p>Watering of indoor plants</p> <p>Washing of cups, saucers, spoons, glasses, and other office utensils</p> <p>Cleaning of telephone and intercom receivers</p> <p>Spoon off any sticky substance or dirt on the floor with putty knife and clean with damp cloth or rugs</p> <p>Stay in respective posts for messengerial job/ errand within the premises</p> <p>Attend to the needs of staff meetings required</p>	

Weekly Operations:		
Washing and cleaning of inside glass windows and doors		
Dusting of light fixtures and suspended from the ceiling		
Cleaning, waxing, and polishing of office furniture and fixtures, counters, etc., excluding items or equipment that requires specialized maintenance		
General cleaning of door knobs, glass partitions, and light diffusers.		
Thorough cleaning and disinfecting of toilet bowls, urinal bowls, and lavatory		
Taking out of indoor plants for sunlight exposure		
Monthly Periodic Operations:		
Light fixtures covered by diffuser shall be removed, washed, replaced		
Carpet and office furniture and fixtures (modular partitions), shampooing, if necessary or at least every six (6) months		
Other Janitorial Activities and related services that maybe assigned from time to time by the NHMFC officials and employees		
Additional services to be provided:		
▪ Floor Polisher (16")	7	
▪ Vacuum Cleaner (wet & dry)	7	
▪ 6-Step Ladder (4')	2	
▪ Push Cart	5	
▪ Mop Squeezer	5	
▪ Caution Sign, A-Type	2	
b) Monthly Basis		
- Mop Heads	14 pcs.	
- Garbage Bag (XL/XXL) Plastic	400 pcs.	

-	Laundry Bar Soap (4 slices per bar)	10 bars	
-	Powder Soap	15 kilos	
-	All Purpose Cleaner	8 gallons	
-	Zonrox/Clorox/Lysol	8 gallons	
-	Deodorant Cake (deodorizer)	100 pcs.	
-	Air Freshener	14 cans	
-	Round Rags	12 kilos	
-	Furniture Polish	10 cans	
-	Emulsion Wax	8 gallons	
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-	Cleanser	18 kilos	
-	Solvent Wax	5 gallons	
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-	Sealer Wax/Stripper	10 gallons	
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-	Soft Broom	16 pcs	

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-	Glass Squeegee	16 pcs	
-	Feather Duster	16 pcs	
-	Water Dipper	45 pcs	
-	Trash Can with Cover	30 pcs	

Very truly yours,

Signature over printed name

Position

Company

Telephone Nos.

Date

NHMFC BID FORM NO. 2
(Financial Proposals with Undertaking)

Date : _____

Mr. CARLO LUIS P. RABAT

President
National Home Mortgage Finance Corporation
104 Filomena Bldg. Amorsolo St., Legaspi Village
Makati City

Attention: **Ms. MA VICTORIA L. ALPAJARO**
The Chairperson,
Bids and Awards Committee

Dear Sir:

Having examined the Bidding Documents including Supplemental Bid Bulletin No. _____ the receipt of which is hereby duly acknowledged, we, the undersigned, offer to bid for the “Public Bidding for the **Procurement of Janitorial Services** 2021 for the National Home Mortgage Finance Corporation Office”, in conformity with the said Bidding Documents for the sum of _____ (_____) [*total Bid amount in words and figures*].

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause **Error! Reference source not found.** and it shall remain binding upon us and may be accepted 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 as per **ITB** Clause 7 of the Bidding Documents.

We likewise certify/confirm that the undersigned, _____

_____.

*[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Public Bidding for the **Procurement of Janitorial Services 2021** for the National Home Mortgage Finance Corporation Office.*

*[for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Public Bidding for the **Procurement of Janitorial Services 2021** for the National Home Mortgage Finance Corporation Office.*

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

Dated this _____ day of _____ 20_____.

[Signature over printed name]

[position]

Duly authorized to sign Bid for and on behalf of:

[company name, address and tel. nos.]

DETAILS OF FINANCIAL BID PROPOSAL

**PROCUREMENT OF JANITORIAL SERVICES 2021
COST BREAKDOWN**

Particulars	Janitor/Utility Personnel			
	Head Office	Warehouse Taguig City	Imus, Cavite	Sta Rosa, Laguna
PAID TO EMPLOYEES:				
Basic Pay				
Vacation /Sick Leave Benefits				
13 th Month Pay				
ECOLA				
Others				
SUB-TOTAL				
PAID TO THE GOVERNMENT				
Pag-IBIG Contribution				
SSS Contribution				
PhilHealth Contribution				
ECC				
Others				
SUB-TOTAL				
● Total Amount Paid to Employees & to the Gov't				
● Administrative Expenses				
BILLING PER MONTH				
Add: Value Added Tax				

TOTAL BILL				
Employees Rate Per Day				
No. of Utility Personnel				
No. of Working Days				
GRAND TOTAL				

Submitted by:

 Printed Name and Signature
 of Bidder's Representative
 Designation _____

Date: _____

NATIONAL HOME MORTGAGE FINANCE CORPORATION
 Bids and Awards Committee

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Authority of Signatory – Special Power of Attorney (SF-GOOD-35)	86-87
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Prospective bidder's list of all its ongoing and completed 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 within the last 4 years. (SF-GOOD-13a)	
Statement identifying the bidder's single largest completed contract to be bid, except under conditions provided for in Sec. 23.5.1.3 of the IRR (as amended, GPPB Res. No. 16-2014). (SF-GOOD-13b)	91
NFCC/Financial Documents for Eligibility Check (SF-GOOD-14)	92
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Omnibus Sworn Statement

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

AFFIDAVIT

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

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

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

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

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

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

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

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;

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 following responsibilities as a Bidder:

a) Carefully examine all of the Bidding Documents;

b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;

c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and

d) Inquire or secure 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.

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

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ___ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ___ at _____.

Witness my hand and seal this ___ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ *[date issued]*, *[place issued]*

IBP No. _____ *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

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SPECIAL POWER OF ATTORNEY

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

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2021__, at _____.

Affiant

Signed in the Presence of:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) SS.

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of _____ 2021__, personally appeared:

NAME CTC NO. ISSUED AT/ON

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

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

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

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

SECRETARY'S CERTIFICATE

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

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

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

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

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

(1) execute a waiver of jurisdiction whereby the _____ hereby submits itself to the jurisdiction of the Philippine government and hereby waives its right to question the jurisdiction of the Philippine courts;

(2) execute a waiver that the _____ shall not seek and obtain writ of injunctions or prohibition or restraining order against the Office of the Ombudsman or any other agency in connection with this project to prevent and restrain the bidding procedures related thereto, the negotiating of and award of a contract to a successful bidder, and the carrying out of the awarded contract.

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

(Corporate Secretary)

ACKNOWLEDGMENT

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

Notary Public

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

Important notes :

This statement shall be supported with any of the following:

- 1 Notice of Award and/or Contract
- 2 Notice to Proceed issued by the owner

Submitted by : _____
 (Print Name and Signature)

Designation : _____

Date : _____

Statement of Bidder's Single Largest Completed Contract (SLCC) within the last four (4) years from the date of submission and receipt of bids, a contract similar to the Project, equivalent to at least fifty percent (50%) of the ABC.

Business Address : _____

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

Note : This statement shall be supported with:

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

Submitted by : _____
 (Print Name and Signature)

Designation : _____

Date : _____

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

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

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

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

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

NFCC = P _____

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

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

Submitted by:

 Name of Supplier / Distributor / Manufacturer

 Signature of Authorized Representative

Date: _____

National Home Mortgage Finance Corporation
Standard Form No.: SF-GOOD-15

CREDIT LINE CERTIFICATE

Date: _____

CARLO LUIS P. RABAT

President
National Home Mortgage Finance Corporation
104 Filomena Bldg. Amorsolo St., Legaspi Village
Makati City

CONTRACT / PROJECT : _____

COMPANY / FIRM : _____

ADDRESS : _____

BANK : _____

ADDRESS : _____

AMOUNT : _____

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

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

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

Name and Signature of Authorized

Financing Institution Officer : _____
Official Designation : _____

Concurred By:

Name & Signature of Supplier/Distributor/
Manufacturer/Contractor's

Authorized Representative : _____
Official Designation : _____

Note: The amount committed should be machine validated.

ACKNOWLEDGMENT

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

Notary Public

Until December 20_____

PTR No. _____

Issued at: _____

TIN No. _____

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

Bank Guarantee Form for Advance Payment

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

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 10 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

BID SECURING DECLARATION FORM

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

x-----x

BID SECURING DECLARATION Invitation to Bid: [Insert Reference number]

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

I/We², 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 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 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;

² Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

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'S AUTHORIZED REPRESENTATIVE]

[Insert Signatory's Legal Capacity]

Affiant

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____

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