



**National Development Company**



# **BIDDING DOCUMENTS FOR THE PUBLIC BIDDING OF THE**

## **PROCUREMENT OF ONE (1) YEAR GENERAL SERVICES FOR THE NATIONAL DEVELOPMENT COMPANY**

**PROJECT REFERENCE NO:  
MR23-02-024**

**APPROVED BUDGET:  
₱ 4, 794,149.25**

NDC Building, 116 Tordesillas Street  
Salcedo Village, Makati City

**Sixth Edition  
July 2020**



ISO 9001 Certified

# Preface

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

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

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

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

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

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

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# *Glossary of Acronyms, Terms, and Abbreviations*

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

# ***Section I. Invitation to Bid***



# National Development Company

## INVITATION TO BID FOR THE PROCUREMENT OF ONE (1) YEAR GENERAL SERVICES FOR THE NATIONAL DEVELOPMENT COMPANY

1. The National Development Company (NDC) through the Approved Corporate Budget for 2023 of the NDC intends to apply the sum of Four Million Seven Hundred Ninety-Four Thousand One Hundred Forty-Nine Pesos & 25/100 (₱4,794,149.25) being the ABC to payments under the contract for NDC MR23-02-024. Bids received in excess of the ABC shall be automatically rejected at bid opening.

NDC, through the Approved Corporate Budget for 2023 of NDC intends to apply the sum of Four Million Seven Hundred Ninety-Four Thousand One Hundred Forty-Nine Pesos & 25/100 (₱4,794,149.25) for Procurement of One (1) Year General Services for the National Development Company in Makati City being the ABC to payments under the contract for each lot/item. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

2. NDC now invites bids for the above Procurement Project. Delivery of General Services is for one (1) year from receipt of Notice to Proceed. Bidders should have completed, within the past five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from NDC Bids and Awards Committee (BAC) Secretariat and inspect the Bidding Documents at the 7<sup>th</sup> Floor NDC Building, 116 Tordesillas St., Salcedo Village, Makati City from 9:00 am to 4:00 pm on March 1-24, 2023 and from 8:00 am to 12 noon on March 27, 2023.
5. A complete set of Bidding Documents may be acquired by interested Bidders following the same schedule for the inspection of Bidding Documents from the stated address and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos Only (₱5,000.00) to the NDC Cashier located at the 7<sup>th</sup> Floor of NDC Building. The method of payment will be cash.

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

6. NDC will hold a Pre-Bid Conference<sup>1</sup> on March 15, 2023, 2:00 pm at the ABB Hall, NDC Building, 116 Tordesillas Street, Salcedo Village, Makati City and/or through video conferencing or webcasting via zoom application which shall be open to prospective bidders.
7. Bids must be duly registered with the BAC Secretariat at the 7<sup>th</sup> Floor NDC Building, 116 Tordesillas St., Salcedo Village, Makati City, prior to dropping their bids, on or before 1:00 pm on March 27, 2023 (7<sup>th</sup> Floor NDC Clock). Late bids shall not be accepted.
8. Bid opening shall be at 2:00 pm on March 27, 2023 at ABB Hall, NDC Building, 116 Tordesillas Street, Salcedo Village, Makati City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. After the Bid Opening, a detailed evaluation of the financial component of the eligible bid/s shall be conducted to determine the Single or Lowest Calculated Bid (SCB or LCB). Only the bidder with the SCB or LCB shall be notified to submit post-qualification documents within five (5) calendar days from receipt of the notice from the NDC BAC.
9. All particulars relative to the bidding shall be governed by the pertinent provisions and Implementing Rules and Regulations of R. A. 9184.
10. NDC reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. *All prospective bidders shall also submit scanned copy (in usb), in pdf format and password protected all the copies of their submitted documents (Eligibility, Technical and Financial) for file sharing to BAC members online. Submitted scanned copies of the documents must be identical to the submitted hard copies. Discrepancy to the submitted pdf copies and hard copies might lead to disqualification. Password will be disclosed by the bidder during the eligibility check and opening of bids.*
12. For further information, please refer to:  
**Johnierey A. Cueto**  
Head, BAC Secretariat  
National Development Company  
7<sup>th</sup> Floor, NDC Building, 116 Tordesillas St.  
Tel. Nos.: (02) 840-4838 to 47 loc. 232

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

E-mail Address: **jacueto@ndc.gov.ph**

Fax No.: (02) 840-4862

13. You may visit the following website:

For downloading of Bidding Documents: <https://www.ndc.gov.ph>

(SIGNED)

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**AGM SATURNINO H. MEJIA**  
BAC Chairperson

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

## **1. Scope of Bid**

The Procuring Entity, NDC wishes to receive Bids for the Procurement of One (1) Year General Services for the National Development Company (NDC) with identification number MR23-02-024.

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

## **2. Funding Information**

2.1. The GOP through the source of funding as indicated below for 2023 in the amount of Four Million Seven Hundred Ninety-Four Thousand One Hundred Forty-Nine Pesos (₱4,794,149.25).

2.2. The source of funding is: GOCC and GFIs, the proposed Corporate Operating Budget.

## **3. Bidding Requirements**

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

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

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

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

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

## **5. Eligible Bidders**

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

- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
- i. 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;
  - ii. 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;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- a. Foreign ownership limited to those allowed under the rules may participate in this Project.

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

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.
- 5.5 The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

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

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

## 6. Origin of Goods

- 6.1. Unless otherwise indicated in the **BDS**, there is no restriction on the origin of GOODS other than those prohibited by a decision of the United Nations Security

Council taken under Chapter VII of the Charter of the United Nations, subject to **ITB** Clause 1)27.1.

## **7. Subcontracts**

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

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

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time 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 the past 5 years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

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

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## 12. Bid Prices

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

## 13. Bid and Payment Currencies

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



## 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until July 25, 2023 (Tuesday). Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## 15. Sealing and Marking of Bids

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

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

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

## 16. Deadline for Submission of Bids

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

## 17. Opening and Preliminary Examination of Bids

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

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

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

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<sup>2</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

## 18. Domestic Preference

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

## 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:  
  
Option 1 – One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## 20. Post-Qualification

- 20.1 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 5, 12, and 13.
- 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 If the BAC determines that the Bidder with the Lowest Calculated Bid passes all criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the Head of Procuring Entity the award of contract to the said Bidder at its submitted price, whichever is lower.

## **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.

21.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.

21.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.

21.4. The following documents shall form part of the contract:

- (a) Contract Agreement;
- (b) Bidding Documents;
- (c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
- (d) Performance Security;
- (e) Notice of Award of Contract; and
- (f) Other contract documents that may be required by existing laws and/or specified in the BDS.

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

# Bid Data Sheet

ITB Clause	
1.1	The Procuring Entity is National Development Company (NDC).
1.2	The name of the Contract is Procurement of One (1) Year General Services for the National Development Company (NDC). The identification number of the Contract is Project Reference No. MR23-02-024 The bidding shall be considered as one (1) lot.
2.1	The funding source is: The Corporate Operating Budget for the year 2023 of NDC in the amount of: <u>Four Million Seven Hundred Ninety-Four Thousand One Hundred Forty-Nine Pesos (₱4,794,149.25)</u>
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> <li>a. Procurement of General Services for public and private sectors.</li> <li>b. completed within the past five (5) years prior to the deadline for the submission and receipt of bids.</li> </ul>
5.5	The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows: <b>NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.</b> The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.
7.1	Subcontracting is not allowed.
8	NDC BAC will hold a Pre-Bid Conference on March 15, 2023, 2:00 pm at the ABB Hall, NDC Building, 116 Tordesillas Street, Salcedo Village, Makati City and/or through video conferencing or webcasting via zoom application which shall be open to prospective bidder.
10.1	<b>Pursuant to GPPB Circular 03-2016 dated October 27, 2016:</b> For <b>12.1(a)(i)</b> the Bidder shall submit a valid <b>PhilGEPS Certificate of Registration of Membership under Platinum category - (Platinum Membership)</b> in lieu of their Class "A" Documents uploaded and maintained current and updated in the PhilGEPS pursuant to Section 8.5.2 of the 2016 Revised IRR of RA 9184. The Bidder shall also submit the Document "Annex A" which forms part of the Certificate of Platinum Membership being submitted.
10.2	Statement of <b>All On-Going</b> 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.

	<p>Statement of <b>Single Largest Completed Contract (SLCC)</b> similar to the contract to be bid, within the past five (5) years prior to the date of submission and receipt of bids, the value of which must be equivalent to at least fifty percent (50%) of the ABC.</p> <p>The Bidder shall attach certified true copy of <u>Certificate of Satisfactory Completion</u> issued by the client or Certified True Copy of the <u>Official Receipt for the SLCC</u> listed in the Statement of SLCC.</p>
11.1	<p>Include detailed computation of bid using format in <b>Section VIII (Checklist of Technical and Financial Documents)</b> for the Procurement of one (1) year General Services for the National Development Company (NDC).</p> <p>Bidders must also provide a soft copy of the Detailed Financial Bid in Microsoft <b>Excel format</b> showing the formula used in the computation of the costs. <b>USB</b> containing the soft copy of the detailed financial bid should be enclosed in the Financial Component Envelope.</p>
12.1	<p>Bid prices shall be fixed, except for the following:</p> <ol style="list-style-type: none"> <li>1. increase in minimum daily wage pursuant to law or new wage order; and</li> <li>2. increase in applicable taxes, if any.</li> </ol> <p>Adjustable price quotation shall be treated as non-responsive and shall be rejected.</p>
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> <li>a. The amount of not less than <b>Ninety-Five Thousand Eight Hundred Eighty-Two Pesos &amp; 99/100 (₱95,882.99)</b> [2% of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b>Two Hundred Thirty-Nine Thousand Seven Hundred Seven Pesos &amp; 46/100 (₱239,707.46)</b> [5% of ABC] if bid security is in Surety Bond, callable upon demand.</li> </ol>
14.2	The bid security shall be valid until July 25, 2023.
15.0	<p>Each bidder shall submit in one envelop the following:</p> <ol style="list-style-type: none"> <li>a) one (1) Original or Certified True Copy, b) two (2) copies of the first and second components of its bid and c) USB containing the PDF copy, password protected, of the Original Documents.</li> </ol> <p>The original copy of the documents which cannot be submitted should be stamped and signed as "Certified True Copy of the Original" by the duly authorized representative of the bidder.</p>
19.1	Bid modification is allowed to correct computational errors and omissions.
19.2	Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
19.3	The project will be awarded in one (1) lot.
20.2	A. Within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following documentary requirements:

	<ol style="list-style-type: none"> <li>1. Documents listed in “Annex A” of the Certificate of PhilGEPs registration;</li> <li>2. Latest Income and business tax returns filed and taxes paid through the BIR Electronic Filing and Payments System (eFPS) - within the last six (6) months preceding the date of bid submission; and</li> <li>3. An undertaking duly signed by an authorized representative and notarized, stating to submit the appropriate licenses and permits as required by law and stated in the BDS such as DOLE Registration and Current Certificate of Compliance to the General Labor Standards.</li> </ol> <p>B. Certified True Copy signed by the BIR with documentary stamps of Item A.2. above to be submitted within seven (7) calendar days from receipt by the bidder of the notice from the BAC that it submitted the LCB.</p> <p>Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for the 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.</p>
20.3	<p>In case of two or more bidders are determined and declared as the Lowest calculated Responsive Bidder (LCRB) or Highest Rated Responsive Bidder (HRRB), the BAC will adopt the GPPB Circular No. 06-2005 dated August 5, 2005. The procuring entity shall use the “draw lots system” to break the tie.</p>
21.2	<p>a. List of personnel to be assigned with their complete qualifications and experience data;</p>

## ***Section IV. General Conditions of Contract***



## 1. **Scope of Contract**

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

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

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

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

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

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

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

2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.

2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

## 3. **Performance Security**

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184. *[Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.]*

#### **4. Inspection and Tests**

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

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

#### **5. Warranty**

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

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

#### **6. Liability of the Supplier**

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

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

## *Section V. Special Conditions of Contract*

## Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</i>.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: <i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> </ol>

- e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- f. *[Specify additional incidental service requirements, as needed.]*

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

**Spare Parts –**

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

*Select appropriate requirements and delete the rest.*

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
  - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
  - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of *[indicate here the time period specified. If not used indicate a time period of three times the warranty period]*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within *[insert appropriate time period]* months of placing the order.

	<p><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity  Name of the Supplier  Contract Description  Final Destination  Gross weight  Any special lifting instructions  Any special handling instructions  Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p><i>[If partial payment is allowed, state]</i> “The terms of payment shall be as follows: _____.”</p>
4	<p>The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i></p>

## *Section VI. Schedule of Requirements*

1. Provision of General Services Manpower for one (1) year.

REQUIRED PERSONNEL	NO. OF PAX	SCHEDULE	DUTY HOURS (PER PERSONNEL)
Overall Leadman	1	Mon-Fri (7:30 am-4:30 pm) Sat (7:00 am-4:00 pm)	8
Janitor	6	Mon-Sat (7:00 am-4:00 pm)	8
	1	Mon-Fri (8:00 am-5:00 pm) Sat (7:00 am-4:00 pm)	8
	1	Mon-Fri (7:00 am-4:00 pm)	8
Pantry Girl	1	Mon-Fri (7:30 am-4:30 pm)	8
	1	Mon-Fri (8:00 am-5:00 pm)	8
Telephone Operator-Female	1	Mon-Fri (8:00 am-5:00 pm)	8
Messenger-Foot	2	Mon-Fri (8:00 am-5:00 pm)	8
Messenger-Motorized	1	Mon-Fri (8:00 am-5:00 pm)	8
Electro-Mechanical Technician	1	Mon-Sat (7:00 am-4:00 pm)	8
Filing Clerk	1	Mon-Fri (7:30 am-4:30pm)	8
<b>TOTAL</b>	<b>17</b>		



2. Provision of Uniform of the required personnel:

	<b>UNIFORM</b>	<b>QUANTITY</b>
Overall Leadman (1)	Collared shirt	4 pieces
Janitor (8)	Collared shirt	32 pieces
	-Utility belt	24 pieces
	-Spray gun (plastic type)	16 pieces
	-Glass wiper (made of aluminum/rubber)	16 pieces
Pantry Girl	Collared blouse	8 pieces
	Apron (cloth)	4 pieces
Messenger (foot and motorized)	Collared shirt	12 pieces
	Motorcycle (at least 100cc), with fuel and oil provision	1 unit
	Helmet (Index, original, full-face)	1 piece
	Tools (tire pump, open socket – 10”, 12”, 14”, 17”, spark plug remover)	1 lot
	Raincoat (rubberized, butterfly-type)	1 set
	Boots (rubber-type)	1 pair
Electro-Mechanical Technician	Collared shirt	4 pieces
	Tool kit (long nose and standard pliers, cutter)	1 set
	Flashlight (rechargeable)	2 pieces
	Wire cutter (Stanley, heavy-duty)	1 piece
	Gloves (rubber-type)	2 pairs
	Multi-tester (high-quality)	1 unit
Filing Clerk	Collared shirt	4 pieces

3. Provision of Cleaning Paraphernalia and Equipment for Janitors and Messengers:

ITEM	QTY./UNIT	FREQUENCY
Trash bin liner, XXL	250 pieces	Monthly
Trash bin liner, small	100 pieces	Monthly
Air freshener, aerosol-type, 320ml (Glade)	12 cans	Monthly
Toilet Bowl cleaner	4 gallons	Monthly
Liquid hand soap	6 gallons	Monthly
Air freshener, liquid	1 gallon	Monthly
Powder soap (Surf)	10 kilos	Monthly
Toilet Deodorizer	5 dozens	Monthly
Dishwashing paste, 200g (Axion/Surf)	15 containers	Monthly
Dishwashing liquid, 250ml (Axion/Surf)	15 bottles	Monthly
Rags (chamois)	7 pieces	Monthly
Rags (pranela)	12 yards	Monthly
Floor pads, soft (for buffing)	5 pads	Monthly
Furniture polish / cleaner, aerosol-type, min. 330 ml	12 cans	Monthly
Insecticide, spray can, water-based, 500ml	3 cans	Monthly
Zonrox Color Safe, 900ml	5 bottles	Monthly
Disinfectant Spray Solution (Lysol), 170g		
Glass cleaner solution	2 gallons	Monthly
Stick duster	7 pieces	Quarterly
Rubber hand gloves	7 pairs	Quarterly
Toilet bowl brush	5 pieces	Quarterly
Stick Broom	5 pieces	Quarterly
Scrubbing pad	5 pads	Quarterly
Mop Handle, aluminum, long	6 pieces	Quarterly
Mop rags, large	12 pieces	Quarterly
Soft broom	6 pieces	Quarterly
Carpet shampoo	1 gallon	Quarterly
Push brush	5 pieces	Quarterly
Hand brush	6 pieces	Quarterly
Flat mop	2 pieces	Quarterly
Wood brush	2 pieces	Annually
Pail	4 pieces	Annually
Squeezer	4 pieces	Annually
Dust pan	6 pieces	Annually

Heavy-duty brass motor floor polisher, 1725 rpm minimum	2 units	Annually
Heavy-duty vacuum cleaner, wet and dry, 1300 watts, 20L capacity	2 units	Annually
Floor mat	15 pieces	Annually

I shall comply with and deliver, within the period specified, all the above requirements upon receipt of Notice to Proceed.

\_\_\_\_\_  
Name of Company/Bidder

\_\_\_\_\_  
Signature over Printed Name of Bidder

\_\_\_\_\_  
Date

## *Section VII. Technical Specifications*

# Technical Specifications

Item	Specification	Statement of Compliance
1	<p style="text-align: center;"><b>Qualifications of Personnel to be assigned at NDC:</b></p> <p><b>OVERALL LEADMAN</b></p> <ul style="list-style-type: none"> <li>- Presentable in physical appearance</li> <li>- With at least four (4) years experience as an overall leadman</li> <li>- Must have reached 2<sup>nd</sup> year in college or have graduated from senior high school (Grade 12)</li> </ul>	<p><i>Bidder must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.</i></p>

	<p><b>JANITOR/JANITRESS</b></p> <ul style="list-style-type: none"> <li>- Presentable in physical appearance</li> <li>- With two (2) years experience as a janitor</li> <li>- High school graduate or have finished junior high school (Grade 10)</li> </ul> <p><b>PANTRY GIRLS</b></p> <ul style="list-style-type: none"> <li>- Presentable in physical appearance</li> <li>- With two (2) years experience as a pantry girl</li> <li>- High school graduate or have finished junior high school (Grade 10)</li> </ul> <p><b>FEMALE TELEPHONE OPERATOR</b></p> <ul style="list-style-type: none"> <li>- Presentable in physical appearance</li> <li>- With one (1) year experience as a telephone operator</li> <li>- Must have reached 2<sup>nd</sup> year in college or have graduated from senior high school (Grade 12)</li> <li>-</li> </ul> <p><b>MESSENGER (FOOT)</b></p> <ul style="list-style-type: none"> <li>- Presentable in physical appearance</li> <li>- With two (2) years experience as a messenger</li> <li>- High school graduate or have finished junior high school (Grade 10)</li> </ul> <p><b>MESSENGER (MOTORIZED)</b></p> <ul style="list-style-type: none"> <li>- Presentable in physical appearance</li> <li>- With two (2) years experience as a messenger</li> <li>- Must have a valid and current license for driving a motorcycle</li> <li>- High school graduate or have finished junior high school (Grade 10)</li> </ul>	
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	<p><b>ELECTRICAL/MECHANICAL TECHNICIAN</b></p> <ul style="list-style-type: none"> <li>- Presentable in physical appearance</li> <li>- With two (2) years in college or a graduate of vocational course relevant to the job</li> <li>- With two (2) years relevant experience</li> </ul> <p><b>FILING CLERK</b></p> <ul style="list-style-type: none"> <li>- Presentable in physical appearance</li> <li>- With two (2) years experience as a filing clerk</li> <li>- High school graduate or have finished junior high school (Grade 10)</li> </ul>	
2	<p>The winning bidder shall submit to NDC the bio-data of its candidates. NDC reserves the right to approve the selection of the personnel assigned to NDC prior to actual assignment. <b><u>NDC may recommend to the winning bidder the personnel to be assigned to NDC and the winning bidder shall absorb those personnel recommended by NDC provided that they meet the qualification standards. However, the rates as proposed by the winning bidder shall prevail.</u></b> Similarly, the winning bidder shall provide NDC with the results of the psychological and medical examinations (includes Hepa B, TB, Drug test which shall be conducted once a year) and the valid NBI clearance of all its personnel including those recommended by NDC to be absorbed. The winning bidder shall also provide NDC with a summary of qualification of personnel to be assigned to NDC.</p>	
3	<p>The winning bidder shall submit to NDC certificate of trainings/diploma of the above personnel, if applicable, and insurance coverage for accidents</p>	

	and/or related coverage that would benefit all assigned personnel at NDC. Trainings of these personnel shall be conducted at least once a year.	
<b>4</b>	Pay the salaries of personnel in accordance with existing legal rates and overtime rendered by the personnel, provided it has the approval of the authorized representative of NDC.	
<b>5</b>	Provide immediate replacement of their personnel who cannot report for work due to unforeseen events, scheduled leave, or has been suspended due to reasonable cause. Winning bidder shall ensure that the replacement personnel meet the minimum qualifications and other requirements stated in Item 2 of Technical Specifications.	
<b>6</b>	Replace any personnel within seventy-two (72) hours upon request by NDC in writing due to, but not limited to, unsatisfactory performance.	
<b>7</b>	Ensure that all personnel shall follow the policies and procedures, which NDC may, from time to time, will issue.	
<b>8</b>	Comply with the provisions of all pertinent laws such as but not limited to, the Labor Code, 13th Month Pay, Minimum Wage Law, Philhealth, PAG-IBIG, Social Security Law and the Employees Compensation Act. It is understood that the winning bidder is an independent contractor and therefore, there is no employer-employee relationship between NDC on one hand, and the personnel on the other.	
<b>9</b>	The winning bidder shall be liable for the following: a. any loss, theft, robbery, pilferage, damage or injury to	



	<p>life and/or property caused by the bidder and/or any of the bidder's personnel; and</p> <p>b. any loss, theft, robbery, pilferage, damage or injury to life and/or property caused by the negligence, omission or contributory act of the bidder and/or any of the bidder's personnel.</p> <p>Replacement/payment of the lost item by the winning bidder shall be made within thirty (30) days upon establishment of the liability of the winning bidder and/or his personnel.</p> <p>Hold NDC free and harmless from the following:</p> <p>a. any claim(s) arising out of personal injury, death, or for damages caused by the personnel; and</p> <p>b. any claim(s) for unpaid wages or benefit claimed by winning bidder's personnel.</p> <p>In the event NDC is held liable for any claims due to the failure of the winning bidder to act immediately on any of the above claims for which the winning bidder is liable, NDC shall be entitled to deduct any and all amount that it may have been called upon to pay from monthly service fees due to the winning bidder.</p>	
<p><b>10</b></p>	<p><b>Technical Parameters</b></p> <p>A. Stability</p> <ol style="list-style-type: none"> <li>1. Must have at least five (5) years of experience in the business of providing general services;</li> <li>2. Liquidity of the Contractor: At least equivalent to P2,500,000.00 (current assets minus current liabilities based on Balance</li> </ol>	

	<p>Sheet as of December 31, 2021)</p> <ol style="list-style-type: none"> <li>3. Must provide their list of officers and organizational structure.</li> </ol> <p>B. Resources</p> <ol style="list-style-type: none"> <li>1. Minimum number and kind of equipment and supplies as stated in Section VI. Schedule of Requirements;</li> <li>2. Number of Janitors and Supervisors: with at least one hundred (100) janitors and ten (10) supervisors.</li> <li>3. Housekeeping plan- Routine operation of personnel.</li> </ol> <p><b><i>Daily Routine of Personnel to be assigned at NDC as Overall Lead man:</i></b></p> <ol style="list-style-type: none"> <li>1. Ensures that the duties and responsibilities of the general service personnel are carried out properly.</li> <li>2. Acts as photocopier operator.</li> <li>3. Performs other functions that may be assigned from time to time.</li> </ol> <p><b><i>Daily Routine of Personnel to be assigned at NDC as Janitor:</i></b></p> <ol style="list-style-type: none"> <li>1. Sweeping, mopping, scrubbing, waxing and polishing of office floors, lobbies, corridors, stairways, building walkways and other areas that require constant cleaning during office working days.</li> <li>2. Cleaning and emptying of all waste receptacles inside and around the building premises and disposal of trash.</li> <li>3. Dusting, polishing, cleaning of interior</li> </ol>	
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	<p>walls, glass windows, doors and partitions, counters and furniture.</p> <ol style="list-style-type: none"> <li>4. Cleaning and sanitizing of all toilets and bath with the use of disinfecting chemicals on the floor, lavatories, urinals and water closets.</li> <li>5. Dusting and cleaning of inside windows, windows ledges, and other surfaces.</li> <li>6. Dusting and cleaning of window blinds, windowsills and ledges.</li> <li>7. Cleaning and vacuuming of carpets, rugs and upholstered chairs.</li> <li>8. Removing of cobwebs stains on walls and ceilings when necessary.</li> <li>9. Cleaning and dusting of tables, chairs, cabinets and other furniture and equipment.</li> <li>10. Assist in the transferring of all tables, chairs, cabinets, etc. upon instruction of NDC.</li> <li>11. Keeping all corridors, hallways, lobbies, entrances and stairways free of obstructions.</li> <li>12. Other services within the building, which may be assigned by NDC.</li> </ol> <p><b><i>Weekly Periodic Operation of Personnel to be assigned at NDC as Janitor:</i></b></p> <ol style="list-style-type: none"> <li>1. Cleaning and polishing of office furniture and fixtures, counter and other office equipment.</li> </ol>	
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	<ol style="list-style-type: none"> <li>2. Washing, scrubbing, polishing and sweeping of all stairways including driveways.</li> <li>3. Washing, scrubbing, waxing and polishing of all floors.</li> <li>4. General cleaning and sanitizing of all comfort rooms all with the use of special disinfectant.</li> <li>5. High dusting and removing of cobwebs in rooms, offices and hallways.</li> <li>6. Removing of stains and finger marks on walls.</li> </ol> <p style="text-align: center;"><b><i>Monthly Periodic Operation of Personnel to be assigned at NDC as Janitor:</i></b></p> <ol style="list-style-type: none"> <li>1. Washing and cleaning of all windows and glasses.</li> <li>2. Cleaning of all light diffusers, venetian blinds/shades and other fixtures.</li> <li>3. High dusting and thorough general cleaning of all areas.</li> </ol> <p style="text-align: center;"><b><i>Daily Routine of Personnel to be assigned at NDC as Pantry Girls:</i></b></p> <ol style="list-style-type: none"> <li>1. In- charge of cleaning and maintenance of NDC pantry at 6<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> floors.</li> <li>2. Assist NDC and its employees and visitors during meetings, special occasions, and seminars through preparation of food, utensils, etc.</li> <li>3. Perform other functions that may be assigned from time to time.</li> </ol>	
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***Daily Routine of Personnel to be assigned at NDC as Telephone Operator:***

1. Receive and transfer incoming calls to concerned NDC department and or personnel.
2. Log all necessary and official communications made through telephone calls and faxes.
3. Operate fax machine for incoming and outgoing communications.
4. Perform other functions as maybe assigned from time to time.

***Daily Routine of Personnel to be assigned at NDC as Messengerial (Foot and Motorized):***

1. Deliver and pick-up all official communications of NDC on a required schedule.
2. Perform other functions that may be assigned from time to time.

***Daily Routine of Personnel to be assigned at NDC as Electro-Mechanical Technician:***

1. Check, operate, monitor and conduct preventive maintenance for generator, air conditioning unit, blower, and powerhouse, pump motor, elevator machine room, and pressurized pump.
2. Routine inspection and check-up of fire extinguishers, smoke detectors, and fire alarm control panel, and fire

	<p>exits lights and emergency signages.</p> <ol style="list-style-type: none"> <li>3. Conduct electrical repairs as needed inside the whole building.</li> <li>4. Assist NDC in setting-up of audio and video devices for seminars/workshops and other office activities.</li> <li>5. Assist the elevator service provider personnel on a regular basis.</li> <li>6. Prepare weekly accomplishment reports.</li> <li>7. Perform additional functions related to electrical works from time to time.</li> </ol> <p style="text-align: center;"><b><i>Daily Routine of Personnel to be assigned at NDC-COA as Filing Clerk:</i></b></p> <ol style="list-style-type: none"> <li>1. Responsible for organizing documents per requirement of the Commission on Audit (COA).</li> <li>2. Provide general clerical assistance to COA.</li> </ol>	
<b>11</b>	NDC may increase or decrease the number of personnel assigned to the NDC Building based on NDC's actual requirements.	

Note: The Bidder shall not only state its Statements of “Comply” or “Not Comply”, but also provide corresponding supporting evidence in the following items:

➤ **Item 2**

Submit to NDC the bio-data as well as the summary of qualifications of its candidates for evaluation.

➤ **Item 8**

A. Execute an Undertaking (notarized) stating that the Bidder shall pay the prescribed benefit stipulated under existing laws and DOLE Department Orders.

➤ **Item 10** – Technical Parameters

A. Stability

1. Must have at least five (5) years of experience in the business of providing general services
2. Liquidity of the Contractor: At least equivalent to ₱2,500,000.00 (current assets minus current liabilities based on the Balance Sheet as of December 31, 2021);
3. Must provide their list of officers and organizational structure.

B. Resources

1. Minimum number and kind of equipment and supplies as stated in Section VI. Schedule of Requirements;
2. Number of Janitors and Supervisors: with at least one hundred (100) janitors and ten (10) supervisors.
3. Housekeeping plan-routine operation of personnel

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



# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class "A" Documents*

#### Legal Documents

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

#### Technical Documents

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

#### Financial Documents

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

**or**

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

***Class “B” Documents***

- (m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

**or**

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

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

**25 FINANCIAL COMPONENT ENVELOPE**

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

# *Bidding Forms*

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## Bid Form

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

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

The Chairperson  
Bids and Awards Committee  
National Development Company

Having examined the Bidding Documents including Bid Bulletin Numbers [*insert numbers*], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to the Procurement of One (1) Year General Services for the National Development Company (NDC) with identification number MR23-02-024 in conformity with the said Bidding Documents for the sum of Four Million Seven Hundred Ninety Four Thousand One Hundred Forty Nine Pesos (P4,794,149.25) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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 17.1 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].**

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]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_.

**Detailed Financial Bid Form for the Procurement of one (1) year General Services for the  
National Development Company (NDC)**

Particulars	Overall	Janitors		Pantry	Filing Clerk	Telephone Operator	Messenger		Electro-Mechanical Technician	Total
	Leadman	Male (5)	Female (3)	Girl		Female	Foot	Motorized		
	Mon-Sat	Mon-Sat	Mon-Fri	Mon-Fri	Mon-Fri	Mon-Fri	Mon-Fri	Mon-Fri	Mon-Sat	
Minimum Daily Wage										
No. of Applicable Workdays/Year	313	313	261	261	261	261	261	261	313	
No. of Hours of Daily Duty	8	8	8	8	8	8	8	8	8	
A. Amount Payable to the Personnel/Month										
Monthly Average Pay										
13th Month Pay										
5-Day Incentive Leave										
Uniform Allowance										
COLA										
Others (pls. enumerate)										
Subtotal										
No. of Pax	1	7	1	2	1	1	2	1	1	17

B. Amount Due to the Gov't. in Favor of the Personnel/Month										
SSS Premium										
EC										
Philhealth Fund Premium										
Pag-Ibig ER Share										
Others (pls. enumerate)										
Subtotal										
No. of Pax	1	7	1	2	1	1	2	1	1	17
C. Total (A+B)										
D. Agency Fee (10% of C)										
E. Total (C + D)										
Value Added Tax (12%)										
F. Monthly										
G. Total Monthly Billing (E+F)										
H. Total Annual Billing (G*12)										
I. Supplies										
J. Fuel for Motorcycle										
K. Equipment										
<b>L. TOTAL</b>										



**TOTAL : PESOS** \_\_\_\_\_ . **(Php** \_\_\_\_\_ **)**

**(AMOUNT IN WORDS)**

**Submitted by:**

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Name and Signature of Bidder / Authorized Representative)

\_\_\_\_\_  
(Designation)

\_\_\_\_\_

## **Contract Agreement Form for the Procurement of Goods**

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

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### **CONTRACT AGREEMENT**

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 2023 between NATIONAL DEVELOPMENT COMPANY of the Philippines, a government-owned and controlled corporation duly organized and existing pursuant to P. D. 1648, as amended, with principal office at the NDC Bldg., 116 Tordesillas Street, Salcedo Village, Makati City, represented herein by its General Manager, Mr. Antonilo DC. Mauricio (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Agency”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly the PROCUREMENT OF ONE (1) YEAR GENERAL SERVICES FOR THE NATIONAL DEVELOPMENT COMPANY and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures in specified currency] (hereinafter called “the Contract Price”).

#### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
  
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  
  - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted; Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
  
  - iii. Performance Security;

- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
  - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
3. No employer-employee relationship shall exist between the agency personnel deployed by the AGENCY to NDC. The AGENCY shall hold NDC free from any claims by the AGENCY personnel as regards the terms and conditions of their employment, payment of wages and their termination, and any other matter in relation to their employment with the AGENCY, the same being the responsibility of the AGENCY as employer. In the event that NDC shall be made a party to any litigation as a consequence of this Contract, the AGENCY shall at its own expense defend NDC with a counsel of NDC's choice, and any judgment that may be rendered against NDC shall be for the account of and/or discharged by the AGENCY.
  4. The parties shall promptly discuss and strive for an amicable resolution of any issue or dispute that may arise from this Contract.

All actions and controversies that may arise from the Contract including but not limited to demands for specific performance of the obligations as specified herein and/or in the interpretation of any provisions or clauses herein, shall, in the first instance, be settled within thirty (30) calendar days through amicable means, such as, but not limited to mutual discussion. Should dispute remain unresolved by the end of the aforementioned period, the dispute shall be settled in accordance with the applicable provisions of Republic Act No. 9285 or the Alternative Dispute Resolution Act of 2004. Whenever necessary to promote Arbitration or to seek judicial relief, NDC and the AGENCY agree that any legal action, suit or proceeding arising out of or relating to the Contract shall be instituted in any competent court in Makati City, to the exclusion of other courts of equal jurisdiction.

In the event that NDC is compelled to commence arbitration or to seek judicial relief to enforce the provisions of this Contract, it shall be entitled to attorney's fees and liquidated damages equivalent to ten percent (10%) and fifteen percent (15%), respectively, of the contract price or the amount claimed in the arbitration or judicial action, whichever is higher, aside from the costs of arbitration or litigation, whichever is applicable, and other expenses incidental thereto.

5. As required under Executive Order (EO) 398, the AGENCY shall submit income and business tax returns duly stamped and received by the Bureau of Internal Revenue (BIR), before entering and during the duration of this Contract. The AGENCY, through its responsible officer, shall also certify under oath that is free and clear of all tax liabilities to the government. The AGENCY shall pay taxes in full and on time and that failure to do so will entitle NDC to suspend or terminate this Contract.

6. The PARTIES herein shall abide by the restrictions and requirements of R.A. No. 10173 or the Data Privacy Act of 2012 and any other applicable laws, rules or regulations on acquiring and/or processing any information that may be required in the course of, or as a result of, this contract.

In the event either the Party encounters a breach of personal or sensitive personal information which it acquired due to this contract, said Party shall immediately notify the other Party of the same. The consultant and NDC, reserve their rights to apply security measures to minimize the impact of the breach and report the same to the National Privacy Commission (NPC) for appropriate action.

7. 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:
  - a. Increase in minimum daily wage pursuant to law or new wage order; approval and implementation of new salary standardization law;
  - b. Increase in applicable taxes;
  - c. Approval of the 2023 Budget by the Board of Directors.
8. Comprehensive General Liabilities Insurance must be provided by the contractor for all positions.
9. NDC has the option to recommend the personnel to be assigned.
10. The AGENCY is strictly prohibited from sub-contracting, assigning or otherwise transferring in any manner any of its rights, interests and obligations under this contract without the prior written consent of NDC.

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.

**ANTONIOLO DC. MAURICIO**  
General Manager  
**NATIONAL DEVELOPMENT COMPANY**

*[Insert Name and Signature]*  
*[Insert Signatory's Legal Capacity]*  
for:  
*[Insert Name of Supplier]*

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of *[month]* 2023 at *Makati City*, 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]* 2023.

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ *[date issued], [place issued]*

IBP No. \_\_\_\_\_ *[date issued], [place issued]*

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of 2023.

## Omnibus Sworn Statement (Revised)

*[shall be submitted with the Bid]*

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

### AFFIDAVIT

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

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

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

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

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

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

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

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

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

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized

representative(s) to verify all the documents submitted;

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

**10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

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

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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



## 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 2 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

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*[name of bank or financial institution]*

---

*[address]*

---

*[date]*

## **BID-SECURING DECLARATION**

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

X-----X

### **BID SECURING DECLARATION** **Invitation to Bid: [Project Reference No. MR23-02-024]**

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

I/We<sup>3</sup>, 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;
  - (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.

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<sup>3</sup> Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

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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Series of \_\_\_\_\_

## PERFORMANCE SECURING DECLARATION

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

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

X-----X

## PERFORMANCE SECURING DECLARATION

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

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS  
AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]  
Affiant

**SUBSCRIBED AND SWORN** to before me this \_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s 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]

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**Statement of All Ongoing Government and Private Contracts Including Contracts Awarded But Not Yet Started, If Any, Whether Similar or Not Similar in Nature and Complexity to the Contract to be Bid**

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

Business Address : \_\_\_\_\_

Name of the Contract	a. Owner's Name b. Address c. Telephone Nos.	Kinds of Goods	Amount of Contract and Value of Outstanding Contract	a. Date of Contract b. Duration of the Contract c. Expected Date of Completion
<b>Ongoing</b>				
<b>Contracts Awarded But Not Yet Started</b>				

Note: Use additional sheets if necessary.

Submitted by : \_\_\_\_\_  
(Printed Name & Signature)

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

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

## Statement of Single Largest Completed Contract (SLCC)

**(Similar to the contract to be bid, within the past five (5) years prior to the date of submission and receipt of bids, the value of which must be at least fifty percent (50%) of the ABC)**

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

Business Address : \_\_\_\_\_

Name of the Contract	a. Owner's Name b. Address c. Telephone Nos.	Kinds of Goods	Amount of Completed Contract	a. Date of Contract b. Duration of the Contract c. Date of Contract Completion	Certificate of Completion issued by the client or official receipt(s) for the SLCC

Note: Attach certified true copy of Certificate of Completion issued by the client or certified true copy of official receipt(s) for the SLCC.

Submitted by : \_\_\_\_\_  
(Printed Name & Signature)

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

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

