

Republika ng Pilipinas
KAGAWARAN NG KATARUNGAN
Department of Justice
Manila

BIDDING DOCUMENTS
FOR THE
GENERAL CLEANING OF AIR-
CONDITIONING UNITS

Bids and Awards Committee
2021



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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



Republika ng Pilipinas
KAGAWARAN NG KATARUNGAN
Department of Justice
Manila

INVITATION TO BID

(2021-05-06)

The Department of Justice, through its Bids and Awards Committee, is inviting interested parties to bid the hereunder project:

Name of Project : **General Cleaning of Air-conditioning units**

Approved Budget for the Contract : P 355,116.67

Delivery Period : Sixty (60) calendar days

Location : Department of Justice, Padre Faura St. Ermita, Manila

The prospective bidders must have an experience of having completed, within a period of five (5) years from the date of submission and receipt of bids, at least one (1) contract similar to the contract to be bid, and whose value, adjusted to current price using NSO consumer price indices, must be at least fifty percent (50%) of the ABC to be bid. The Eligibility Check/ Screening as well as the Preliminary Examination of Bids shall use non-discretionary "pass/fail" criteria. Post-qualification of the lowest calculated bid shall be conducted.

All particulars relative to Eligibility Statement and Screening, Bid Security, Performance Security, Pre-bidding Conference, Evaluation of Bids, Post-Qualification and Award of Contract shall be governed by the pertinent provisions of the Revised Implementing Rules and Regulation (IRR) of Republic Act No. 9184 dated 28 October 2016, GPPB Resolution No. 09-2020, dated 7 May 2020 and **DOJ Circular No. 030 dated 7 September 2020**.

The complete schedule of activities is listed, as follows:

| ACTIVITIES | SCHEDULE |
|--------------------------------|--|
| Issuance of Bidding Documents | 12 May – 1 June 2021 |
| Pre-Bidding Conference | 19 May 2021 at 10:00 a.m. (via google meet – meet.google.com/fff-vxht-syu) |
| Submission and Receipt of Bids | 1 June 2021 at 9:00 a.m. |
| Opening of Bids | 1 June 2021 at 10:00 a.m. (via google meet – meet.google.com/xdv-yyfn-kov) |

Bid documents may be obtained from the Cash and Disbursement Section (Cashier's Office) at the frontline office of the DOJ, Padre Faura St., Ermita, Manila or downloaded at the DOJ's website. For questions, additional information, or request for a copy of DOJ Circular No. 030 dated 7 September 2020, you may call the Procurement Management Division (PMD) at 8524-6361 or 85238481 local 323.

All bids shall be addressed to the Chairperson, Bids and Awards Committee, and may be submitted either personally at the frontline office of the DOJ mentioned above or electronically *via* email to bac-secretariat@doj.gov.ph, copy furnished the PMD at pmd@doj.gov.ph.

Prospective bidders who will opt to submit electronically must comply with the following conditions stated in DOJ Circular No. 030 dated 7 September 2020, to *wit*:

1. The bid submission must be in an archive format and password protected;
2. The password of the bid submission must be disclosed by the bidder's representative ONLY during the scheduled date and time of the opening of bids stated above;
3. Include in their email the name of their authorized representative/s; and
4. Should notify and inform the PMD through its telephone numbers or email stated above of the fact of their electronic submission of bids.

All participating bidders shall be charged a non-refundable bid fee in the amount of **Five Hundred Pesos (P500.00)**, which may be paid directly to the Cashier's Office or online via the DOJ BAC Trust Fund Account (LBP-0596-1060-86), in which case, the bidders must email to the PMD a copy of the validated deposit slip/proof payment. Once the PMD has verified such payment with the Cashier's Office, bidders will receive a copy of their respective Official Receipts *via* email.

The Department of Justice reserves its right to reject any or all bids, should there be any defect therein, accept the offer most advantageous to the government, and assumes no responsibility whatsoever to compensate or indemnify bidders for any expense incurred in the preparation of the bid.

10 May 2021


MARGARET V. CASTILLO-PADILLA
Assistant Secretary
Chairperson, Bids and Awards Committee



Section II. Instruction to Bidders



1. Scope of Bid

The Procuring Entity, Department of Justice wishes to receive Bids for the *General Cleaning of Air-conditioning units*, with identification number IB No. 2021-05-06

The Procurement Project (referred to herein as “Project”) is composed of *163 units window-type aircons and 201 units split-type aircons*, the details of which are described in Section VII (Scope of Works and Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *Calendar Year of 2021* in the amount of *Php 355,116.67*

2.2. The source of funding is *General Appropriation Act 2021*

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

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



- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder must have a completed single contract that is similar to the Project the value of which, adjusted to current prices using the PSA's CPI, is **equivalent to at least fifty percent (50%) of the ABC**.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

- 7.1. The Procuring Entity has prescribed that *subcontracting is not allowed*.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time through videoconferencing/webcasting as indicated in the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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



2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in 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
 - 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 (Scope of Works and 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 Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid for *one hundred twenty (120) calendar days from the date of opening of bids*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

The Procuring Entity (DOJ) requests bidders to submit additional two (2) 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.

Unsealed or unmarked bid envelopes shall be rejected. However, bid envelopes that are not properly sealed and marked, as required in the Bidding Documents, shall be accepted, provided that the bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The DOJ-BAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

All envelopes shall:

- a. Contain the name of the contract to be bid in capital letters;
- b. Bear the name and address of the Bidder capital letters;
- c. Be addressed to the Procuring Entity's BAC;
- d. Bear the specific identification of this bidding process indicated in the IB;
- e. Bear a warning "DO NOT OPEN BEFORE..." the date and time of the opening of bid as specified in the IB.

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 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 the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case 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 (Scope of Works and Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as *One Project having several items that shall be awarded as one contract*.



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

20. Post-Qualification

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

21. Signing of the Contract

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



Section III. Bid Data Sheet



Bid Data Sheet

| ITB Clause | | | | | | | | | | | | | |
|------------|---|------------------------------|------|---------------------------|-----|-------|------------------------------|-----|-------|-----------------------------|-----|-------|------------------------|
| 5.3 | <p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. General Cleaning of Air-conditioning units; b. Completed within five (5) years prior to the deadline for the submission and receipt of bids. | | | | | | | | | | | | |
| 7.1 | <i>Subcontracting is not allowed.</i> | | | | | | | | | | | | |
| 12 | The price of the Goods shall be quoted Delivery Duty Paid (DDP) <i>in the NCR, Philippines</i> or the applicable International Commercial Terms (INCOTERMS) for this Project. | | | | | | | | | | | | |
| 14.1 | <p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount not less than <i>Php 7,102.33</i> if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount not less than <i>Php 17,755.83</i> if bid security is in Surety Bond. | | | | | | | | | | | | |
| 19.3 | <p>The project will be awarded as <i>one (1) contract with ABC amounting to Php 355,116.67</i> with details as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Qty</th> <th style="text-align: center;">Unit</th> <th style="text-align: center;">Description/Specification</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">163</td> <td style="text-align: center;">units</td> <td>Window type air-conditioning</td> </tr> <tr> <td style="text-align: center;">201</td> <td style="text-align: center;">units</td> <td>Split type air-conditioning</td> </tr> <tr> <td style="text-align: center;">364</td> <td style="text-align: center;">units</td> <td>Total air-conditioning</td> </tr> </tbody> </table> | Qty | Unit | Description/Specification | 163 | units | Window type air-conditioning | 201 | units | Split type air-conditioning | 364 | units | Total air-conditioning |
| Qty | Unit | Description/Specification | | | | | | | | | | | |
| 163 | units | Window type air-conditioning | | | | | | | | | | | |
| 201 | units | Split type air-conditioning | | | | | | | | | | | |
| 364 | units | Total air-conditioning | | | | | | | | | | | |
| 20.2 | <p>Post-Qualification: Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the DOJ-BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit the following documentary requirements:</p> <ul style="list-style-type: none"> a. Certificate of <i>PhilGEPS Registration</i>, if the bidder opted to submit Class "A: documents during bid submission; b. Latest <i>Income and Business Tax Returns</i> filed and paid through the BIR Electronic Filing and Payment System (eFPS); c. and other appropriate licenses and permits required by law | | | | | | | | | | | | |
| 21.2 | Subject to submission of documents that may be required by existing laws and the Procuring Entity. | | | | | | | | | | | | |



Section IV. General Conditions of Contract



1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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



5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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



Section V. Special Conditions of Contract



Special Conditions of Contract

| GCC Clause | |
|------------|---|
| 1 | <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered [NCR, Philippines]. 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 [NCR, Philippines]. 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: Dir. LIZA B. DE LEON Director IV, Administrative Service Department of Justice Padre Faura Street, Ermita, Manila Contact Details: (02) 8523-8481 local 403 Email Address: justiceliza@yahoo.com</p> |
| | <p>Incidental Services –</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:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; 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 |



| | |
|--|--|
| | <p>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.</p> <p>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.</p> |
| | <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p>5.2.1.1.1 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</p> <p>5.2.1.1.2 in the event of termination of production of the spare parts:</p> <ul style="list-style-type: none"> 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. <p>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.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods from the date of acceptance.</p> <p>Spare parts or components shall be supplied as promptly as possible from the date of acceptance.</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</p> |



| | |
|----------|--|
| | <p>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>Transportation –</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>Intellectual Property Rights –</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> |
| <p>2</p> | <p>The payment term shall be <i>One-time payment</i>. It shall be made after full delivery and acceptance of all goods indicated in the contract and submission</p> |



| | |
|-----|---|
| | of complete documentary requirements in accordance with prevailing accounting and auditing rules and regulations. |
| 4 | Applicable inspection and testing shall be conducted by the Inspection Committee of the Department. |
| 5.1 | In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184. |
| 5.2 | <ul style="list-style-type: none">a. One (1) year warranty of product/project for parts and services/repairs from the date of acceptance.b. Five (5) years warranty for Compressor from the date of acceptance.c. One (1) time free cleaning within One (1) year from the date of acceptance. |



Section VII. Scope of Works and Specifications



Scope of Works and Specifications

| Item | Specification/Description | Statement of Compliance |
|------|---------------------------|---|
| | | <p><i>[Bidders 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> |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

TERMS OF REFERENCE FOR THE GENERAL CLEANING OF AIRCONDITIONING UNITS DOJ OFFICES

- I. **LOCATION** : DOJ Compound, Padre Faura, Ermita, Manila
- II. **MODE OF PROCUREMENT**: Competitive Public Bidding
- III. **APPROVED BUDGET FOR THE CONTRACT**: P355,116.67
- IV. **SOURCE OF FUNDS**: FY 2021 General Appropriations Act
- V. **DELIVERY PERIOD**: two (2) months
- VI. **TERMS AND CONDITIONS**
 - 1. The Bidder must be in the field or business of cleaning of air-conditioning units and must have an experience or track record in this field for at least two (2) years or more; and
 - 2. The Bidder must have the necessary equipment, tools, qualified personnel, expertise and other means necessary to perform the contract in accordance with the best practice.

VII. SCOPE OF WORKS:

a. The SERVICE AGENCY shall furnish the CLIENT general cleaning of the three hundred sixty-four (364) units window type and split type air-conditioners installed at various offices in the Department of Justice, as follows:

| Location/Building | Number of Units | |
|--|-----------------|------------|
| | Window Type | Split Type |
| De las Alas Hall DOJ Main Building | | |
| Ground Floor | 38 | 9 |
| 2 nd Floor | 27 | 25 |
| 3 rd Floor | 45 | 35 |
| Forum Building | 8 | 14 |
| JUCRA/Juror/Executive Lounge/DOJEA/Provident Prosecutors Office/AO 35/Com.Div/DLLO | | |
| DOJ Annex Building Phase 1 | 6 | 18 |
| Prosecution Building | 5 | 21 |
| MISD/Maintenance/ASEC PMS | | |
| Program Building Personnel/Leave/Director IV PMD/Security Quarters/Frontline | 8 | 9 |

| | | |
|---|------------|------------|
| Container Van Frontline Generator Set | 4 | |
| Docket Building COA/SAMO/Docket Section | 1 | 10 |
| Justice Center Office of the Prosecutor General/SDSP Office/BOC/Prosecutor Office | 11 | 56 |
| Library Building | 10 | |
| GSP Building (Rented) Training Section | | 4 |
| Total | 163 | 201 |

- b. Pull out of window type air-conditioning units for general cleaning.
- c. General cleaning of evaporator coil and condenser coil for split type air-conditioning units.
- d. Installation of metal scaffolding for general cleaning of condensing units at Justice Center Building.

VIII. Documentary Requirements during the Bid/Submission/Opening


The Contractor must submit its bid proposal in accordance with the procedures and requirements indicated in the RA 9184 and its Revised Implementing Rules and Regulations.

IX. COVID-19 Protocols


For purposes of this project, the following health protocols are required:

1. The SERVICE AGENCY shall present a negative RT-PCR test result taken within forty-eight (48) hours from the actual day of testing, of its personnel prior to entry in the premises of the Department; and
2. Notwithstanding a negative RT-PCR result, the SERVICE AGENCY are still required to observe the minimum health protocols of wearing face mask, face shield, observance of physical distancing at all times and frequent handwashing and/or use of sanitizers or alcohol.

Prepared and Submitted by:


RODOLFO C. FLORENTIN
Director II, Administrative Service

Recommending Approval:


LIZA B. DE LEON
Director IV, Administrative Service

Approved by:


JULIANA G. SUNGA
Undersecretary



Section VIII. Checklist of Technical and Financial Documents



CONTRACT TO BID: GENERAL CLEANING OF AIR-CONDITIONING UNITS

Project ID No. - **IB No. 2021-05-06**

ENVELOPE 1: TECHNICAL COMPONENT

CLASS “A” DOCUMENTS

LEGAL DOCUMENTS

- a. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);

Or

- Registration Certificate from the 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

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

Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

TECHNICAL DOCUMENTS

- b. Statement of the prospective bidder of all its ongoing and completed government and private contract, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid for the past three (3) years; **and**

- c. 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 9184, within the relevant period as provided in the Bidding Documents; **and**

- d. 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**



- e. Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- f. 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

- g. 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**
- h. 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

- i. 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.

Note: If there is no JVA, there should be a separate paper which indicates that the “JVA is not applicable” or “There is no JVA”.

ENVELOPE 2: FINANCIAL COMPONENT

- j. Original of duly signed and accomplished Financial Bid Form;
- k. Original of duly signed and accomplished Price Schedule(s); and
- l. The recurring and maintenance cost, if applicable.



Section IX. Bidding Forms



Annex 1

**Statement of Ongoing Government and Privet Contracts,
including contracts awarded but not yet started
for the past three (3) years.**

Company Name: _____

Company Address: _____

| Name of Client | Name of the Contract | Date and Status of the Contract | Kinds of Goods/ Services | Amount of Contract | Value of Outstanding Contracts | Date of Delivery | Reference Number and/or Date of NOA/s or Purchase Order Number(s) or Date of Contract/s |
|-----------------------|-----------------------------|--|---------------------------------|---------------------------|---------------------------------------|-------------------------|--|
| | | | | | | | |
| | | | | | | | |

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position/Designation

Date



Statement of Single Largest Completed Contract (SLCC) of similar to the contract to be bid amounting to at least fifty percent (50%) of the ABC

Company Name: _____

Company Address: _____

| Name of Client | Name of the Contract | Date of the Contract | Kinds of Goods/ Services | Amount of Contract | Date of Delivery | Indicate details of ANY of the following: a) Date of End-User's Acceptance b) Date and Number of Official Receipt/s c) Date and Number of Sales Invoice/s <i>(Corresponding documents/s must be attached and submitted)</i> |
|----------------|----------------------|----------------------|--------------------------|--------------------|------------------|---|
| | | | | | | |
| | | | | | | |

Instructions:

1. Similar contract is defined in Clause 5.3 of the Bid Data Sheet (BDS).
2. Similar contract of the Projects shall be **completed within five (5) years** prior to the deadline for the submission and receipt of bids as indicated in Clause 5.3 of the Bid Data Sheet (BDS).
3. As proof of SLCC, the bidder shall **attached to this Annex 2** and **submit** the End-User's Acceptance or Official Receipt/s or Sales Invoice/s issued for the Contract.

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position/Designation

Date



Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

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

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

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

[Jurat]

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



Omnibus Sworn Statement (Revised)
[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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]



NET FINANCIAL CONTRACTING CAPACITY COMPUTATION
(Please show figures at how you arrived at the NCFE)

Our Net Financial Contracting Capacity (NFCC) which is at least equal to the total ceiling price we are bidding is computer as follows:

| | |
|---|----------|
| CA = Current Asset | ₱ |
| LESS | - |
| CL = Current Liabilities | ₱ |
| Sub-total 1 | ₱ |
| | X 15 |
| Sub-total 2 | ₱ |
| LESS | - |
| C = Value of all outstanding or uncompleted portions of the project under on-going contracts, including awarded contracts yet to be started coinciding with the contract for this Project. | ₱ |
| NET FINANCIAL CONTRACTING CAPACITY | ₱ |

Name & Signature of Authorized Representative

Position / Date

Notes:

1. The value of the bidder's current assets and current liabilities must be based on the latest Audited Financial Statement submitted to BIR.
2. The value of all outstanding or uncompleted contracts refers to those listed in Annex 1.
3. The detailed computation using the required formula must be shown as provided for in Annex 5.
4. The NFCC computation must at least be equal to the sum of ABC of the project.



SAMPLE FORM

(Name of Bank)

COMMITTED LINE OF CREDIT CERTIFICATE

Date: _____

DEPARTMENT OF JUSTICE
Padre Faura Street, Ermita,
Manila

| | | |
|----------------------------|---|-------|
| Contract/Project | : | _____ |
| Company/Firm | : | _____ |
| Address | : | _____ |
| Bank/Financing Institution | : | _____ |
| Address | : | _____ |
| Amount | : | _____ |

This is to certify that the above Bank/Financing Institution with business address indicated above, commits to provide the (Supplier/Distributor/Manufacturer/Contractor), if awarded the above-mentioned Contract, a credit line in the amount specified above which shall be exclusively used to finance the performance of the above-mentioned Contract subject to our terms, conditions and requirements.

The credit line shall be available within fifteen (15) calendar days after receipt by the (Supplier/Distributor/Manufacturer/Contractor) of the Notice of Award and such line of credit shall be maintained until issuance of Certificate of Acceptance of DOJ authorized representative/s.

The Certification is being issued in favor of said (Supplier/Distributor/Manufacturer/Contractor) in connection with the bidding requirement of the Department of Justice for the above-mentioned Contract. We are aware that any false statements issued by us make us liable for perjury.

The committed line of credit cannot be terminated or cancelled without the prior written approval of the Department of Justice.

Name and Signature of Authorized Financing Institution Office

Official Designation

Concurred by:

Name and Signature of (Supplier/Distributor/Manufacturer/Contractor's) Authorized Representative

Official Designation

[Jurat]

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



PROTOCOL/UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE

This **PROTOCOL/UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE**, executed by _____ a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at _____, representative herein by its _____, hereafter referred to as “_____”.

-and-

_____ a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Philippines, with office located at _____, represented herein by its _____, hereafter referred to as “_____”;

For submission to the **Bids and Awards Committee of the Department of Justice**, pursuant to Section 23.1 (b) of the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

WITNESSETH That:

WHEREAS, the Parties desire to participate as a joint venture in the public bidding that will be conducted by the Department of Justice pursuant to Republic Act No. 9184 and its implementing rules and regulations, with the following particulars:

| | |
|-----------------------------------|--|
| Project ID No. | |
| Name/Title of Procurement Project | |
| Approved Budget for the Contract | |

NOW THEREFORE, in consideration of the forgoing, the Parties undertake to enter into a **JOINT VENTURE** and sign a **Joint Venture Agreement** relative to their joint cooperation for this bid project, in the event that their bid is successful, furnishing the DOJ-BAC a duly signed and notarized copy thereof **within ten (10) calendar days** from receipt of Notice from the DOJ-BAC that our bid has the lowest calculated responsive bid or highest rated responsive bid (as case may be).

For purposes of this bid project, and unless modified by the terms of the Joint Venture Agreement, the following party shall be the authorized representative of the JV:



JV Partner (Name of Company)

Authorized Representative of the JV Partner: (Per attached Secretary’s Certificate)

Name

Designation

That furthermore, the parties agree to be bound jointly and severally under the said Joint Venture Agreement;

That Finally, failure on our part to enter into the Joint Venture and/or sign the Joint Venture Agreement for any reason after the Notice of Award has been issued by shall be a ground for non-issuance of DOJ of the Notice to Proceed, forfeiture of our bid security and such other administrative and/or civil liabilities as may be imposed by DOJ under the provisions of RA 9184 and its Revised IRR, without any liability on the part of DOJ.

This Undertaking shall form an integral part of our Eligibility Documents for the above-mentioned project.

IN WITNESS WHEREOF, the parties have signed this Protocol/Undertaking on the date first above-written.

JV Partner 1’s Representative/Authorized Signatory

JV Partner 2’s Representative/Authorized Signatory

[Jurat]

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



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

BID FORM

Date : _____
Project Identification No. : _____

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

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

If our Bid is accepted, we undertake:

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

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

| Name and address of agent | Amount | Purpose of Commission or gratuity |
|---------------------------|--------|-----------------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

(if none, state "None")]

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

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



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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____



Price Schedule for Goods Offered from Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

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

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

Name: _____

Legal Capacity: _____

Signature: _____

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



Price Schedule for Goods Offered from Abroad

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

For Goods Offered from Abroad

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

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

Name: _____

Legal Capacity: _____

Signature: _____

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



Section X. Guidelines for Online Submission of Bids



ONLINE SUBMISSION FILE GUIDE

1. Files to be submitted must be password-protected .ZIP file using two different passwords with the following filenames:

<bidder's name>_financialproposal.zip
<bidder's name>_technicalproposal.zip

2. The *<bidder's name>_financialproposal.zip* file contains a folder named “financial” with the following file:

| | |
|------------------------------|---|
| <i>financialproposal.pdf</i> | scanned copy of duly signed and accomplished Financial Bid Form |
| | scanned copy of duly signed and accomplished Price Schedule(s); and |
| | Scanned copy of recurring and maintenance cost, if applicable. |

3. The *<bidder's name>_technicalproposal.zip* file contains a folder named “technical” with the following files:

| | |
|---|--|
| <i>a. philgeps.pdf</i> | <i>scanned copy of PhilGEPS Certification of Registration (Platinum Membership) (all pages); <u>or</u></i> |
| OR | |
| <i>SECcertificate.pdf/DTIregistration.pdf /CDAreistration.pdf</i> | scanned copy of Registration Certificate from the 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 |
| <i>mayorspermit.pdf</i> | scanned copy of 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 |
| <i>taxclearance.pdf.</i> | scanned copy of Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR). |
| <i>b. ongoing.pdf</i> | scanned copy of 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 for the past three (3) years; <u>and</u> |
| <i>c. slcc.pdf</i> | scanned copy of 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 9184, within the relevant period as provided in the Bidding Documents; <u>and</u> |
| <i>d.bidsecuirty.pdf</i> | scanned copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; <u>or</u> |
| | scanned copy of Notarized Bid Securing Declaration; <u>and</u> |
| <i>e.technicalspecs.pdf</i> | scanned copy of Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; <u>and</u> |
| <i>f.swornstatement.pdf</i> | scanned copy of duly signed Omnibus Sworn Statement (OSS); <u>and</u> 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. |
| <i>g.auditedfinancial.paf</i> | scanned copy of 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; <u>and</u> |
| <i>h.nfcc.pdf</i> | scanned copy of prospective bidder's computation of Net Financial Contracting Capacity (NFCC); <u>or</u> |
| | scanned copy of a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation. |
| <i>i.jva.pdf</i> | Scanned copy of duly signed joint venture agreement (JVA) in case the joint venture is already in existence, if applicable; <u>or</u> |
| | scanned copy of duly notarized statements from all the potential joint |



| | |
|--|---|
| | <p>venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.</p> <p><i>Note: If there is no JVA, there should be a separate paper which indicates that the “JVA is not applicable” or “There is no JVA”.</i></p> |
|--|---|

4. Generate hashes for both files using the SHA-256 hashing algorithm.
5. Only during the opening of the respective bid submission shall the passwords of the bidding documents be disclosed thru the Google Meet chatbox window. Hence, the presence of the bidder’s representative/s shall be mandatory to ensure the integrity, security and confidentiality of the bids submitted.
6. Bids may be submitted via email thru bac-secretariat@doj.gov.ph copy furnished the Procurement Management Division (PMD) via pmd@doj.gov.ph with the following “subject” format: -. The bidder shall also include in the email the name of its authorized representative/s and an acknowledgment that they have understood the rules and regulations of the Department
7. The file size of the bid submission, preferably, shall not exceed 15 MB, Hence, bidders are advised to optimize the size file for easier transmission and downloading.
8. The bidder is required to include in its bid submission the two (2) file hashes generated in step 4. It is the bidder’s responsibility that the file hashes submitted in the email match with the hashes of the attached archived files.
9. Bidders shall make sure that its bid submission is operational (not corrupted). In the event that the password protected document cannot be opened or corrupted, the bidder shall be disqualified.