

Government of the Republic of the Philippines  
Department of Science and Technology  
Advanced Science and Technology Institute

## **PHILIPPINE BIDDING DOCUMENTS**

# **Procurement of GOODS**

*Provision of Janitorial Services for CY 2024  
(Early Procurement Activity)*

**Sixth Edition  
July 2020**

# 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.

# Table of Contents

<b>Glossary of Acronyms, Terms, and Abbreviations .....</b>	<b>4</b>
<b>Section I. Invitation to Bid.....</b>	<b>7</b>
<b>Section II. Instructions to Bidders.....</b>	<b>10</b>
1. Scope of Bid .....	11
2. Funding Information.....	11
3. Bidding Requirements .....	11
4. Corrupt, Fraudulent, Collusive, and Coercive Practices.....	11
5. Eligible Bidders.....	11
6. Origin of Goods .....	12
7. Subcontracts .....	12
8. Pre-Bid Conference .....	12
9. Clarification and Amendment of Bidding Documents .....	13
10. Documents comprising the Bid: Eligibility and Technical Components .....	13
11. Documents comprising the Bid: Financial Component .....	13
12. Bid Prices .....	13
13. Bid and Payment Currencies .....	14
14. Bid Security .....	14
15. Sealing and Marking of Bids .....	14
16. Deadline for Submission of Bids .....	15
17. Opening and Preliminary Examination of Bids .....	15
18. Domestic Preference .....	15
19. Detailed Evaluation and Comparison of Bids .....	15
20. Post-Qualification .....	16
21. Signing of the Contract .....	16
<b>Section III. Bid Data Sheet .....</b>	<b>17</b>
<b>Section IV. General Conditions of Contract .....</b>	<b>19</b>
1. Scope of Contract .....	20
2. Advance Payment and Terms of Payment .....	20
3. Performance Security .....	20
4. Inspection and Tests .....	20
5. Warranty .....	21
6. Liability of the Supplier .....	21
<b>Section V. Special Conditions of Contract .....</b>	<b>22</b>
<b>Section VI. Schedule of Requirements .....</b>	<b>27</b>
<b>Section VII. Technical Specifications .....</b>	<b>28</b>
<b>Section VIII. Checklist of Technical and Financial Documents .....</b>	<b>32</b>

# *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***





## **INVITATION TO BID FOR PROVISION OF JANITORIAL SERVICES FOR CALENDAR YEAR 2024 (EARLY PROCUREMENT ACTIVITY)**

1. The *Department of Science and Technology (DOST) – Advanced Science and Technology Institute (ASTI)*, through the *National Expenditure Program for Fiscal Year 2024*, intends to apply the sum of *Two Million Eight Hundred Thousand Pesos Only (₱2,800,000.00)* being the ABC to payment under the contract for the *Provision of Janitorial Services for Calendar Year of 2024 (Early Procurement Activity)*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *DOST-ASTI* now invites bids for the above Procurement Project. Delivery of the Goods is required *as specified in Section VI. Schedule of Requirements*. Bidders should have completed within *three (3) years, specifically, from 20 November 2020 to 19 November 2023* 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 *DOST-ASTI* and inspect the Bidding Documents at the address given below *from 8:00 AM to 5:00 PM*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on *31 October 2023* from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of *Five Thousand Pesos Only (₱5,000.00)*.

The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person or through electronic means*.

6. The *DOST-ASTI* will hold a Pre-Bid Conference on *07 November 2023, 09:00 AM* through videoconferencing/webcasting *via Microsoft Teams [https://bit.ly/3FocjjG]*, which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through *manual submission* at the office address indicated below on or before **20 November 2023, 09:00 AM**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **20 November 2023, 09:30 AM** at the given address below and/or via videoconferencing/webcasting **via Microsoft Teams [https://bit.ly/3Foc1YQ]**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **DOST-ASTI** 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. For further information, please refer to:

**Ms. KATHERINE BABARAN-RAMOS**

Head, Secretariat

Bids and Awards Committee (BAC)

c/o Procurement Management Section

Finance and Administration Division

Advanced Science and Technology Institute

G/F DOST-ASTI Bldg., C.P. Garcia Ave., U.P. Campus

Diliman, Quezon City 1101

Email: bac-sec@asti.dost.gov.ph

Tel. No.: +63 2 8249-8500 loc. 1206/1212/1214

www.asti.dost.gov.ph

12. You may visit the following websites:

For downloading of Bidding Documents:

**<https://asti.dost.gov.ph/>**

**<https://notices.philgeps.gov.ph/>**

**31 October 2023**

*Date of Issue*

**BAYANI BENJAMIN R. LARA**

*Chairperson, DOST-ASTI BAC*

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

## 1. Scope of Bid

The Procuring Entity, *DOST-ASTI* wishes to receive Bids for the *Provision of Janitorial Services for CY 2024 (Early Procurement Activity)*, with identification number *Invitation to Bid No. 23-10-4573 dd. 20 October 2023*.

The Procurement Project (referred to herein as “Project”) is composed of *one (1) lot/item*, 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 *Fiscal Year 2024* in the amount of *Two Million Eight Hundred Thousand Pesos Only (₱2,800,000.00)*.

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

## 3. Bidding Requirements

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

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

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

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

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

## 5. Eligible Bidders

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

5.2. Foreign ownership 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.
- 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:
- a. *The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.*
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## 6. Origin of Goods

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

## 7. Subcontracts

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

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

## 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 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 *three (3) years, specifically, from 20 November 2020 to 19 November 2023* 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 the **BDS**.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

### **13. Bid and Payment Currencies**

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

### **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid *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 may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

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

## **16. Deadline for Submission of Bids**

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

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

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

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

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

## **18. Domestic Preference**

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

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

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 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 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.



- 19.4. The Project shall be awarded as follows one Project having several items, which shall be awarded as separate contracts per item.
- 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. 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> <p style="margin-left: 40px;"><i>a. Provision of Janitorial Services;</i></p> <p style="margin-left: 40px;"><i>b. completed within <b>three (3) years, specifically, from 20 November 2020 to 19 November 2023</b> prior to the deadline for the submission and receipt of bids.</i></p>												
7.1	<i>No further instructions.</i>												
12	The price of the Goods shall be quoted DDP <i>DOST-ASTI, CP Garcia Ave., UP Technopark, UP Campus, Diliman, Quezon City 1101</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> <p style="margin-left: 40px;"><i>a. The amount of not less than <b>Fifty-Six Thousand Pesos Only (P56,000.00)</b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit.</i></p> <p style="margin-left: 40px;"><i>b. The amount of not less than <b>One Hundred Forty Thousand Pesos Only (P140,000.00)</b>, if bid security is in Surety Bond.</i></p>												
19.3	<p><i>The project will be awarded, as follows:</i></p> <table border="1" style="width: 100%; border-collapse: collapse; margin-left: 40px;"> <thead> <tr> <th style="text-align: center;">Item / Lot No.</th> <th style="text-align: center;">Item Description</th> <th style="text-align: center;">Qty.</th> <th style="text-align: center;">Unit</th> <th style="text-align: center;">Unit Cost (P)</th> <th style="text-align: center;">Total Amount/ABC (P)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">Janitorial Services</td> <td style="text-align: center;">1</td> <td style="text-align: center;">Lot</td> <td style="text-align: right;">2,800,000.00</td> <td style="text-align: right;">2,800,000.00</td> </tr> </tbody> </table>	Item / Lot No.	Item Description	Qty.	Unit	Unit Cost (P)	Total Amount/ABC (P)	1	Janitorial Services	1	Lot	2,800,000.00	2,800,000.00
Item / Lot No.	Item Description	Qty.	Unit	Unit Cost (P)	Total Amount/ABC (P)								
1	Janitorial Services	1	Lot	2,800,000.00	2,800,000.00								
20.2	<i>No further instructions.</i>												
21.2	<p><i>Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity:</i></p> <p style="margin-left: 40px;"><i>a. Proof of Authority of the Bidder's authorized representative/s, i.e., Secretary's Certificate or Special Power of Attorney;</i></p> <p style="margin-left: 40px;"><i>b. Client/Customer Feedback Form, with at least Very Satisfactory in rating, from at least one (1) government agency or private corporation, with whom the janitorial service provider has a past or ongoing contract for three (3) years. The bidder may submit Client/Customer Feedback Forms from multiple clients as long as the aggregate period of the past or ongoing contracts is not less than three (3) years;</i></p> <p style="margin-left: 40px;"><i>c. Department of Labor and Employment (DOLE) Registration Certificate;</i></p> <p style="margin-left: 40px;"><i>d. Proof of registration to the following:</i></p> <p style="margin-left: 80px;"><i>i. Social Security System (SSS);</i></p> <p style="margin-left: 80px;"><i>ii. Philippine Health Insurance Corporation (PhilHealth); and</i></p> <p style="margin-left: 80px;"><i>iii. Home Development Mutual Fund (HDMF) / Pag-IBIG</i></p>												

	<p><i>e. Proof of payments or official receipts for payment of contributions from June 2023 to September 2023:</i></p> <ul style="list-style-type: none"><li><i>i. SSS;</i></li><li><i>ii. PhilHealth; and</i></li><li><i>iii. HDMF / Pag-IBIG.</i></li></ul>
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## ***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 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 (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

## **5. Warranty**

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

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

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

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

## *Section V. Special Conditions of Contract*



## Special Conditions of Contract

GCC Clause	
1	<p><b>Intellectual Property Rights –</b> 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>Please refer to the Section VII. Technical Specifications and/or Terms of Reference (TOR), for further details.</p>
	<p><b>Regular and Recurring Services –</b> The contract for regular and recurring services shall be subject to a renewal whereby the performance evaluation of the service provider shall be conducted in accordance with Section VII. Technical specifications.</p>
2.2	<p><i>Payment shall be made, on a monthly basis, for twelve (12) months subject to submission of billing statement and other supporting documents by the Service Provider. Services shall only be billed based on the actual services received by DOST-ASTI.</i></p>
4	<p>The inspections will be conducted <i>as required by the End-user Unit. Other instructions relative to this procurement project are explicitly stipulated in Section VII. Technical Specifications and/or its Term Sheet.</i></p>

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

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

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
1	Janitorial Services	One (1) Lot	One (1) Lot	01 January 2024

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

# Technical Specifications

*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.*

ITEM NO.	SPECIFICATIONS	STATEMENT OF COMPLIANCE
<b>1</b>	<b>Provision of Janitorial Services</b>	
	<b>1. OBJECTIVE</b>	
	1.1. The Department needs to maintain a clean and healthy working environment that is conducive to all its officials, employees and clients in the delivery of programs and services. Thus, we want to acquire a reputable supplier, which will provide: (1) efficient janitorial services and (2) trained janitorial personnel who are able to provide adequate and reliable maintenance services to the Department of Science and Technology (DOST) - Advanced Science and Technology Institute (ASTI) and its other offices to ensure its orderliness and sanitation including its buildings, facilities and grounds to support it’s the day-to-day operation.	
	<b>2. CONTRACT DURATION</b>	
	2.1. The Duration of this contract shall be from 01 January to 31 December 2024.	
	<b>3. PLACE OF ASSIGNMENT</b>	
	3.1. Five (5) janitorial personnel shall be assigned to the Department of Science and Technology (DOST) – Advanced Science and Technology Institute (ASTI) with address at DOST-ASTI Bldg., CP Garcia Ave., UP Technopark Complex, UP Campus, Diliman, Quezon City 1101.	
	3.2. Two (2) janitorial personnel shall be assigned to the Electronics Product Development Center with office address at MIRDC Comp., Gen. Santos Ave., Bicutan 1631, Taguig City.	
	3.3. One (1) janitorial personnel shall be assigned to the University of the Philippines - National	

	Engineering Center (UP-NEC), Diliman, Quezon City 1101.	
	<b>4. QUALIFICATIONS OF THE SERVICE PROVIDER</b>	
	4.1. The Service Provider shall follow the qualifications indicated in the Term Sheet.	
	<b>5. WORK SCHEDULE AND RELATIVE MATTERS</b>	
	5.1. The janitorial personnel shall comply with the schedule and obligations stipulated in the Term Sheet.	
	<b>6. WORKWEAR</b>	
	6.1. The Service Provider must provide proper uniform or workwear, as well as instruct janitorial personnel to wear the same, while inside DOST-ASTI, EPDC, and UP-NEC premises from Monday to Saturday, for proper identification.	
	6.2. The Service Provider's personnel shall wear identification cards when they enter and while inside the DOST-ASTI, EPDC, and UP-NEC premises. Wearing of proper uniform or workwear is mandatory.	
	6.3. The Service Provider shall provide safety work clothing to protect workers while performing delicate tasks. Safety shall not be compromised at all times.	
	<b>7. QUALIFICATIONS OF JANITORIAL PERSONNEL</b>	
	7.1. Janitorial personnel, to be provided by the Janitorial Agency, shall comply with the qualifications set in the Term Sheet.	
	<b>8. DUTIES AND RESPONSIBILITIES</b>	
	8.1. The janitorial supervisor and its personnel shall follow the duties and responsibilities specified in the Term Sheet.	
	<b>9. SCOPE OF SERVICES</b>	
	9.1. The Janitorial personnel shall render the required working hours and shall strictly follow the scope of works indicated daily, weekly, monthly, quarterly and miscellaneous as per indicated in the Term Sheet.	
	<b>10. SUPPLIES, MATERIALS AND EQUIPMENT</b>	

	10.1. The Service Provider shall provide the following type and quantity of tools, supplies, materials and equipment, which must be of guaranteed high quality to ensure maximum cleaning results indicated in the Term Sheet.	
	<b>11. OBLIGATIONS OF THE SERVICE PROVIDER TO ITS EMPLOYEES</b>	
	11.1. Aside from paying their employees the proper wages and benefits, the Service Provider shall:	
	11.1.1. Provide each Janitorial Personnel with at least two (2) sets of appropriate uniforms, protective gear, if necessary, and ensure that they shall always observe proper personnel hygiene and appear neat and clean. The Service Provider shall not deduct from the salary or claim from the janitor the cost of uniforms and IDs;	
	11.1.2. The Service Provider shall pay its personnel not less than the minimum wage and other benefits mandated by law. The Service Provider shall provide the janitorial personnel their monthly pay slip containing the necessary information on it. The Service Provider shall comply with the laws governing labor standards and employee's compensation.	
	11.1.3. Notify the janitorial personnel, at the time of hiring, as to the wages and working conditions under which they are employed, which shall include, but not be limited to, the following:	
	11.1.3.1. The rate of wages payable;	
	11.1.3.2. The method of calculation of wages;	
	11.1.3.3. The periodicity of wage payment - the hour, day and place of payment; and	
	11.1.3.4. Any increase or change with respect to any of the foregoing items during the existence of the contract.	
	11.1.4. Provide each janitor personnel with a copy of the manual operations/company rules and regulations of the Service Provider on the following:	
	11.1.4.1. Recruitment of personnel;	
	11.1.4.2. Salaries of personnel;	
	11.1.4.3. Attendance / leave credits;	

	11.1.4.4. Performance standards;	
	11.1.4.5. Sanctions for violation(s) of company rules and regulations;	
	11.1.4.6. Equipment of supplies; and	
	11.1.4.7. Duties/functions/responsibilities of personnel.	
	<b>12. OTHER MATTERS</b>	
	12.1. The Service provider shall furnish the DOST-ASTI with a valid and sufficient Performance Bond in accordance with the rules set forth under Government Procurement Reform Act (R.A No. 9184) and its 2016 Implementing Rules and Regulations (IRR).	
	12.2. Should there be any wage or mandated benefit (i.e., SSS, PAG-IBIG and PHILHEALTH) increase in favor of the assigned janitorial personnel subsequent to the execution of the Contract pursuant to a Law, Executive Order, Decree or Wage Order, the Service Provider must inform the DOST-ASTI in writing of the wage increase to allow the latter to undertake the appropriate measures to address the same before its implementation, subject to the accounting and auditing rules and regulations and upon showing actual payment made to their employees.	
	12.3. The Service Provider shall furnish DOST-ASTI the monthly billing, together with copies of payroll, remittances (with official receipt of SSS, PAG-IBIG and PHILHEALTH) and other state insurance fund contributions for all janitorial personnel assigned, every 15th of the month. Should the Janitorial Agency fail to comply, DOST-ASTI shall withhold the payment for the current month until the latter shall have complied with subject requirement.	
	12.4. It is expressly understood that no employee-employer relationship exists between the parties of their employees, representatives and agents. The DOST- ASTI shall not be responsible for any claims for general injury, including death sustained by the janitorial personnel or any third person arising out of or during the performance of the functions of the janitors pursuant to this contract.	
	12.5. The Service Provider shall be responsible for any loss or damage that may be incurred by its janitorial personnel. The DOST – ASTI may suspend or withhold whatever contract	

	<p>payments may be due the Service Provider should they fail to pay such losses or damages within fifteen (15) days from the date of notice, or until such loss or damage shall have been duly paid, restituted or repaired by the Service Provider, or go after the Performance Bond set forth in this Contract Agreement. Likewise, the DOST – ASTI has the option to demand payment for the replacement value of the lost properties, or its replacement by another at least substantially in the same condition as the former.</p>	
	<p>12.6. The Service Provider shall maintain effective discipline and full control and supervision over the janitorial personnel assigned under this Contract Agreement, as well as the manner of performance of their duties. However, the Service Provider binds itself to cause the implementation and enforcement of all rules, regulations or directives that DOST-ASTI may issue concerning the conduct of said janitorial personnel.</p>	
	<p>12.7. The Service Provider welcomes all applicants regardless of age, religion, political affiliation including persons with disability, members of indigenous communities, and those from any sexual orientation and gender identities.</p>	
	<p>12.8. The Service Provider and its janitorial personnel shall undergo periodic /quarterly performance evaluation which shall serve as the basis of continuation of its services.</p>	
	<p>12.9. The Service Provider allows absorb or take-in janitorial personnel.</p>	
	<p>12.10. The Service Provider shall provide three (3) units (1-ASTI, 1-EPDC and 1-NEC) of Load allowance for the janitorial personnel assigned in DOST-ASTI, EPDC and NEC to be used for official business only.</p>	
	<p>12.11. The Service Provider must conduct training/s and seminar/s for janitorial personnel within the duration of this contract.</p>	
	<p>12.12. The Service Provider agrees that the DOST – ASTI, through Property and Supply Section, reserves the right to screen and accept or deny the deployment of any personnel recommended by the Service Provider.</p>	
	<p>12.13. It is understood that janitorial services are essential to the daily operations of DOST-ASTI. Hence, the contract for the Provision of</p>	



	Janitorial Services may be extended or renewed subject to the external provider's performance evaluation pursuant to GPPB Resolution No. 06-2022, dated 12 September 2022.	
	<b>13. ADDITIONAL REQUIREMENTS</b>	
	13.1. The Bidder shall submit the additional requirements prescribed in the TOR within fifteen (15) days upon issuance of NTP	
	<b>14. TERMS OF PAYMENT</b>	
	14.1. Payment shall be made on a monthly basis for twelve (12) months subject to submission of billing statement and other supporting documents by the Service Provider. Services shall only be billed based on the actual services received by DOST-ASTI, hence, may be computed by a fraction of a month.	
	<b>15. NOTES</b>	
	15.1. Should there be any discrepancy with the term sheet and the technical requirements stipulated herein, requirement/s provided for in the former shall govern.	
	15.2. Any other term, condition or provision not stipulated in this document will be covered by a separate agreement as proposed and agreed upon by DOST-ASTI and the Janitorial Agency.	
	15.3. Bidders must comply with all specifications contained in this Purchase Request, Term Sheet, and supplemental bid bulletin, if any.	

## **TERM SHEET FOR THE PROVISION OF JANITORIAL SERVICES FOR CALENDAR YEAR 2024**

### **1. OBJECTIVE**

1.1. The Department of Science and Technology (DOST) – Advanced Science and Technology Institute (ASTI) needs to maintain a clean and healthy working environment that is conducive to all its officials, employees, and clients in the delivery of programs and services. Thus, DOST-ASTI wants to acquire a reputable supplier, which will provide efficient janitorial services and trained janitorial personnel who are able to provide adequate and reliable maintenance services to the DOST-ASTI and its other offices, to ensure its orderliness and sanitation including its buildings, facilities and grounds to support its day-to-day operation.

### **2. CONTRACT DURATION**

2.1. The Duration of this contract shall be from 01 January 2024 to 31 December 2024.

### **3. PLACE OF ASSIGNMENT and LOCATION OF DELIVERY**

3.1. Five (5) janitorial personnel shall be assigned to the DOST-ASTI with address at DOST-ASTI Bldg., CP Garcia Ave., UP Technopark Complex, UP Campus, Diliman, Quezon City 1101.

3.2. Two (2) janitorial personnel shall be assigned to the Electronics Product Development Center (EPDC) with office address at MIRDC Compd., Gen. Santos Ave., Bicutan 1631, Taguig City.

3.3. One (1) janitorial personnel shall be assigned to the University of the Philippines (UP) - National Engineering Center (NEC), Junio Hall corner Agoncillo St. and Osmeña Ave., University of the Philippines - Diliman, Quezon City 1101

### **4. QUALIFICATIONS OF THE SERVICE PROVIDER**

4.1. The Service Provider should have at least three (3) years of experience in providing janitorial and/or housekeeping services. They shall provide eight (8) janitorial personnel, one (1) of which shall be designated as a Janitorial Supervisor, who will be assigned to monitor and supervise all janitorial personnel. All janitorial personnel are subject to a quarterly evaluation at the sole discretion of DOST-ASTI.

4.2. Other qualifications of the Service Provider include:

4.2.1. Must be a duly licensed and registered Service Provider with the Department of Labor and Employment;

4.2.2. Must be duly registered with the Securities and Exchange Commission, Department of Trade and Industry, or Cooperative Development Authority;

4.2.3. Must be duly registered with the Social Security System (SSS), Home Development Mutual Fund (PAG-IBIG) and Philippine Health Insurance Corporation (PHILHEALTH);

4.2.4. Must be duly registered with the Bureau of Internal Revenue;

4.2.5. Net Financial Contracting Capacity at least equal to the Approved Budget for the Contract (ABC) or Committed Line of Credit at least equal to 10% of ABC;

4.2.6. Client/Customer Feedback Form, with at least Very Satisfactory in rating, from at least one (1) government agency or private corporation, with whom the janitorial service provider has a past or ongoing contract for three (3) years. The bidder, however, may submit Client/Customer Feedback Forms from multiple clients as long as the aggregate period of the past or ongoing contracts is not less than three (3) years; and

4.2.7. The supplier's main/satellite office must be within the National Capital Region or Metro Manila to efficiently coordinate transactions or other concerns of the DOST-ASTI.

## 5. WORK SCHEDULE AND RELATIVE MATTERS

5.1. The janitorial personnel are required to render eight (8) hours work and one (1) hour break. Specifically, the following schedule shall be observed by the janitorial personnel assigned:

### 5.1.1. DOST-ASTI

5.1.1.1. Provide a janitorial force consisting of five (5) janitorial personnel, one (1) of which will be designated as the Janitor Supervisor, who shall work from Monday to Saturday, observing the following schedules:

- 5.1.1.1.1. Monday to Friday
  - 5.1.1.1.1.1. Four (4) Janitorial Personnel – 7:00 AM to 4:00 PM
  - 5.1.1.1.1.2. One (1) Janitorial Personnel – 9:00 AM to 6:00 PM
- 5.1.1.1.2. Saturday
  - 5.1.1.1.2.1. All Janitorial Personnel – 8:00 AM to 5:00 PM

### 5.1.2. EPDC

5.1.2.1. Provide janitorial force consisting of two (2) janitorial personnel to work eight (8) hours a day, six (6) days a week, from Mondays to Saturdays (8:00 AM to 5:00 PM).

### 5.1.3. UP-NEC

5.1.3.1. Provide janitorial force consisting of one (1) janitorial personnel to work eight (8) hours a day, six (6) days a week, from Mondays to Saturdays (8:00 AM to 5:00 PM).

5.2. The Service Provider, through the Janitorial Supervisor, shall provide the schedule for the month to be approved by DOST- ASTI. No work shall be rendered or performed during legal and special public non-working days. Daily wage computation shall be based on 313 days per year.

5.3. Sleeping while on duty is not allowed. The Service Provider must impose disciplinary action on its janitorial personnel caught sleeping while on his / her duty.

5.4. The Service Provider must provide "substitute or reliever" in case of absence of one or more janitorial personnel to ensure continuous and uninterrupted services, at no cost to the DOST-ASTI. Likewise, a log sheet or logbook must be provided by the Service Provider to confirm the daily logs of all janitorial personnel.

5.5. The Service Provider shall be responsible, thru the assigned area/district supervisor, in directing, overseeing, and monitoring its deployed employees, at least twice a month, to ensure that they efficiently perform their duties and responsibilities as herein indicated.

5.6. The Service Provider shall always ensure that all the tools and equipment as required in the contract are available for use and that there will be no delays in the provision of general cleaning, maintenance, and other related services.

## 6. WORKWEAR

6.1. The Service Provider must provide proper uniform or workwear, as well as instruct janitorial personnel to wear the same, while inside DOST-ASTI, EPDC, and UP-NEC premises from Monday to Saturday, for proper identification.

6.2. The Service Provider's personnel shall wear identification cards when they enter and while inside the DOST-ASTI, EPDC, and UP-NEC premises. Wearing a proper uniform or workwear is mandatory.

6.3. The Service Provider shall provide safety work clothing to protect workers while performing delicate tasks. Safety shall not be compromised at all times.

## 7. QUALIFICATIONS OF JANITORIAL PERSONNEL

7.1. Janitorial personnel, to be provided by the Service Provider, must have the following qualifications:

### 7.1.1. One (1) Janitor Supervisor

7.1.1.1. High School diploma and transcript of records must be submitted;

7.1.1.2. Must be physically fit to work. Medical certificate/clearance from a certified/licensed physician/hospital/health center, as well as drug test results must be submitted;

7.1.1.3. Must be of good moral character, reputation courteous, alert, and without any criminal or police record. Police and National Bureau of Investigation (NBI) clearances must be submitted; and

7.1.1.4. At least one (1) year's work experience in relation to serving customer care and/or janitorial services.

### 7.1.2. Seven (7) Janitorial Personnel

7.1.2.1. Two (2) years completion in high school. Transcript of records must be submitted;

7.1.2.2. Must be physically fit to work. Medical certificate / clearance from a certified/licensed physician/hospital/health center, as well as drug test results must be submitted;

7.1.2.3. Must be of good moral character, reputation courteous, alert and without any criminal or police record. Police and National Bureau of Investigation (NBI) clearances must be submitted; and

7.1.2.4. At least one (1) year's work experience in relation to serving customer care and/or janitorial services.

## 8. DUTIES AND RESPONSIBILITIES

8.1. The Janitorial Supervisor shall have the following duties and responsibilities:

8.1.1. Make rounds to check his/her subordinates, provide special cleaning instructions and/or assignments, and ascertain compliance with directives;

8.1.2. Conducts inspection to check cleanliness and orderliness of the premises, and informs his/her subordinate of corrections necessary;

8.1.3. Determines materials and supplies needed and timely informs the Property and Supply Section of the requirement;

8.1.4. Trains subordinates in proper cleaning methods, use of equipment, safety practices, and work regulations; and

8.1.5. Perform the following on top of his/her regular duties:

- 8.1.5.1. Submit to the Chief Administrative Officer (CAO) and/or Property and Supply Section a monthly manpower schedule every first Monday of the month;
- 8.1.5.2. Submit to the CAO and/or Property and Supply Section a projected monthly and quarterly schedule of cleaning within ten (10) days from the assumption of duties;
- 8.1.5.3. Evaluate and verify employee performance through a review of completed work assignments. He/She shall submit to the CAO and/or Building Administrator quarterly performance evaluation of the janitorial staff;
- 8.1.5.4. Ensure compliance and implementation of DOST-ASTI's rules and regulations apart from the cleanliness and sanitation of its premises;
- 8.1.5.5. Conduct inspection of the premises to ensure clean and safe conditions and inspect equipment for cleanliness and repair;
- 8.1.5.6. Prepare a daily bathroom cleaning checklist that must be attached to the back of each CR's door;
- 8.1.5.7. Ensure delivery of supplies needed by its complement for the month and quarter and submit therewith a list/inventory thereof to the CAO and/or Property/Supply Officer every first Monday of the month;
- 8.1.5.8. Determine the monthly materials, supplies, and equipment needed;
- 8.1.5.9. Submit every first Monday of the month to the CAO and/or Property/Supply Officer the report of the supplies consumed during the previous month and an inventory of the remaining supplies to be consumed for the year; and
- 8.1.5.10. Ensure correctness of daily log entries of all janitorial personnel assigned to the DOST- ASTI.

8.2. The Janitorial Personnel shall perform the following:

- 8.2.1. Maintain the cleanliness and orderliness of the building and premises. This includes protection of properties from damage or destruction in connection with the janitorial activities rendered, preservation of confidentiality of DOST-ASTI and EPDC records, and proper collection and disposal of garbage.
- 8.2.2. Miscellaneous services to be performed whenever required i.e., logistical assistance during meetings and conferences; hauling of office furniture, fixtures and equipment; and other necessary errand works within and outside the DOST- ASTI, EPDC, and UP-NEC premises, as requested by DOST- ASTI and EPDC officials and personnel.

9. SCOPE OF SERVICES

9.1. DAILY PERIODIC ROUTINE. The daily routine services of janitorial personnel shall include:

- 9.1.1. Sweeping, dusting, mopping, and polishing floors of all rooms, corridors, lobbies, and stairs and entrances or areas which may be specified by the DOST-ASTI and EPDC;
- 9.1.2. Cleaning and wiping of all office tables, glass tops, furniture and fixtures, equipment, appliances, window ledges, counters, doorknobs, and glass partitions and doors;
- 9.1.3. Cleaning and sanitizing of comfort rooms (CRs) at least three (3) times a day, pantries, bath and kitchen sinks, and removal of spots or stains from floors and other surfaces;
- 9.1.4. Fetching water and filling of container in the CRs when water is not available;

- 9.1.5. Cleaning of driveways, parking spaces, and immediate surroundings of the buildings;
  - 9.1.6. Proper disposal of solid waste from various parts of the area assigned to the designated trash storage of the DOST-ASTI, EPDC, and UP-NEC compound;
  - 9.1.7. Upkeep of indoor potted plants;
  - 9.1.8. Prepare and serve refreshments during conferences and/or meetings; and
  - 9.1.9. Maintenance of landscape including but not limited to watering of plants, weeding gardens, trimming trees and shrubs, and keeping green spaces and walkways clear of debris and litter.
- 9.2. WEEKLY PERIODIC ROUTINE. The weekly routine services of janitorial personnel shall include:
- 9.2.1. Spot scrubbing, dirt stain removal, and cleaning of chairs, carpets, and rugs;
  - 9.2.2. Thorough cleaning, washing, and scrubbing of all rooms and CRs facilities;
  - 9.2.3. Cleaning and polishing on the inner surfaces of all window glasses, sun baffles, walls, counters, light diffusers, picture frames, and wall hanging objects;
  - 9.2.4. Washing, scrubbing, stripping, waxing and polishing floors;
  - 9.2.5. Disinfecting of all bathrooms; and
  - 9.2.6. Any other work advised by the DOST-ASTI and EPDC in connection with the service.
- 9.3. MONTHLY PERIODIC ROUTINE. The monthly routine services of janitorial personnel shall include:
- 9.3.1. Dusting and removing of cobwebs from ceiling of the premises;
  - 9.3.2. Cleaning of ornamental plants and polishing stair railings and metal signs;
  - 9.3.3. General cleaning of draperies and blinds;
  - 9.3.4. Spraying of insecticides and other pest control activities, when necessary;
  - 9.3.5. Refilling of liquid deodorizers, liquid soaps, among others in all bathrooms; and
  - 9.3.6. Trimming of grass/shrubs in the DOST-ASTI and EPDC grounds.
- 9.4. QUARTERLY PERIODIC ROUTINE. The quarterly routine services of janitorial personnel shall include:
- 9.4.1. Thorough general cleaning of all areas including windows; and
  - 9.4.2. Thorough shampooing of all chairs, panels, carpets, and rugs.
- 9.5. MISCELLANEOUS ROUTINE AND OTHER SERVICES. Miscellaneous services to be rendered by janitorial personnel as per request of the concerned units of the DOST-ASTI shall include, but not limited to:
- 9.5.1. Carrying, transporting or moving of office furniture, equipment or supplies within and/or outside premises as may be assigned from time to time or during major DOST-ASTI activities;

9.5.2. Report any damage/leaking pipe plumbing, water and toilet facilities, electrical installations, and any damaged furniture and fixture that will need immediate repair;

9.5.3. Errand services as required by the concerned DOST-ASTI and EPDC units. In performing errand services, the janitorial personnel must fill out a Pass Slip, duly authorized by the Janitor Supervisor, which shall be submitted to the security guard on duty to be informed of his/her whereabouts or itinerary in case of the need to be located or contracted; and

9.5.4. Render extra hours of service during special occasions and affairs celebrated/held by DOST-ASTI.

10. SUPPLIES, MATERIALS, AND EQUIPMENT

10.1. The Service Provider shall provide the following type and quantity of tools, supplies, materials and equipment, which must be of guaranteed high quality to ensure maximum cleaning results:

10.1.1. The Service provider must provide the following equipment and materials ten (10) calendar days upon deployment of janitorial personnel to DOST-ASTI and EPDC:

DESCRIPTION	UNIT	QUANTITY		
		DOST-ASTI	EPDC	UP-NEC
<u>EQUIPMENT</u>				
Heavy Duty Floor Polisher (16" or 18" with accessories)	unit	3	2	1
Heavy Duty Vacuum Cleaner (Wet and Dry)	unit	1	1	1
High Pressure Washer	unit		1	
Mop Squeezer with Bucket	unit	3	2	1
Caution sign with accessories	piece	5	5	1
Aluminum Ladder 8 Ft.	unit	1	1	1
Garden Hose 5/8" x 50" with Nozzle	roll	2	1	
Grass Cutter	unit	1	1	
Pail, at least 4 Gal. Capacity	piece	3	3	1
Garden Shears	unit	2	1	
Metal Dumpster (At least 600 liters)	unit	2	2	
<u>MATERIALS</u>				
Dustpan, Plastic/Aluminum	piece	5	2	1
Ceiling Brooms	piece	2	1	1
Mop Handle, Aluminum, Heavy Duty	piece	6	4	1
Glass Squeegee	piece	2	2	1
Toilet Bowl Pump	piece	11	6	
Push Brush	piece	2	2	
Mini shovel Set (3 Pcs/Set for gardening)	set	1		
Bolo/Itak with cover	piece	1	1	
Hand Dustpan and Brush	piece		2	
Dust Grabber (Duster)	piece	2	1	1

10.1.2. The following supplies and consumables must be provided to the DOST-ASTI and EPDC in a monthly basis, specifically, every first Monday of the month:

DESCRIPTION	UNIT	QUANTITY		
		DOST-ASTI	EPDC	UP-NEC
Round Cloth Rags	kilogram	1.5	1.5	0.5
Flannel Rags (Pranela)	piece	15	10	2
All Purpose Cleaner	gallon	2	1	1
Powdered soap	kilogram	8	2	1
Bleaching Solutions (ex. Clorox)	gallon	8	1	

Hand Liquid Soap 500ml/Bottle (With Container for Sink)	bottle	20	4	
Bathroom Deodorizer (Cake)	piece	48	15	
Toilet Bowl & Urinal Cleaner (Ex. TBC)	gallon	4	1	
Furniture Polish 330ml per Can	can	5	1	1
Emulsion Wax	gallon	4	1	1
Garbage Bag (Biodegradable/Compostable), Extra Large (1 Pack = 10 Pcs)	pack	12	12	
Garbage bag (Biodegradable/Compostable), Large (1 Pack = 10 Pcs)	pack	12		2
Garbage bag (Biodegradable/Compostable), Medium (1 Pack = 10 Pcs)	pack	12		2
Garbage bag (Biodegradable/Compostable), Small (1 Pack = 10 Pcs)	bottle		5	
Steel Wool	piece	16		
Carpet Shampoo	gallon	2		
Carpet Stain Remover	gallon	2		
Dishwashing Liquid	gallon	6	3	
Scouring Pad / Hand Pad	piece	4	2	
Sponge	piece		5	
Toilet Tissue Paper (12 Rolls per Pack)	pack	28	5	

10.1.3. The following supplies and consumables must be provided to the DOST – ASTI in a quarterly basis and delivered every 15<sup>th</sup> day of the first month of the quarter:

DESCRIPTION	UNIT	QUANTITY		
		DOST-ASTI	EPDC	UP-NEC
Soft Broom	piece	2	2	1
Stick Broom	piece	4	2	
Toilet Bowl Brush	piece	4	2	
Fabric Conditioner	gallon	4	2	2
Mop Head	piece	5	2	
Floor Polishing Pad	piece	5	3	1
Air Freshener, 300ml	canister	8	3	
Insecticide Spray, Odorless 500ml	canister	5	3	2
Hand Gloves	pair	2	2	1
Stripping Pad	piece	5	1	
Doormat, Rectangular Shape (For Comfort Rooms)	piece	12	10	

10.2. The Service Provider shall hold DOST-ASTI free from any liability arising from the loss or damage of such materials and equipment. Appropriate internal control on inventory management shall be implemented by the Janitorial Agency and shall be audited by DOST-ASTI authorized representatives.

10.3. DOST-ASTI will provide a storage area for all equipment, to be provided by the Service Provider, in carrying out its services. Said equipment shall be returned to the Service Provider only at the end of the contract or upon termination, hence, cannot be pulled out from DOST-ASTI and EPDC at any time within the contract period.

## 11. OBLIGATIONS OF THE SERVICE PROVIDER TO ITS EMPLOYEES

11.1. Aside from paying their employees the proper wages and benefits, the Service Provider shall:

11.1.1. Provide each Janitorial Personnel with at least two (2) sets of appropriate uniforms, protective gear, if necessary, and ensure that they shall always observe proper personnel hygiene and appear neat and clean. The Service Provider shall not deduct from the salary or claim from the janitor the cost of uniforms and IDs.



- 11.1.2. The Service Provider shall pay its personnel not less than the minimum wage and other benefits mandated by law. The Service Provider shall provide the janitorial personnel with their monthly pay slip containing the necessary information on it. The Service Provider shall comply with the laws governing labor standards and employee compensation.
- 11.1.3. Notify the janitorial personnel, at the time of hiring, as to the wages and working conditions under which they are employed, which shall include, but not be limited to, the following:
- 11.1.3.1. The rate of wages payable;
  - 11.1.3.2. The method of calculation of wages;
  - 11.1.3.3. The periodicity of wage payment - the hour, day and place of payment; and
  - 11.1.3.4. Any increase or change with respect to any of the foregoing items during the existence of the contract.
- 11.1.4. Provide each janitor personnel with a copy of the manual operations/company rules and regulations of the Service Provider on the following:
- 11.1.4.1. Recruitment of personnel;
  - 11.1.4.2. Salaries of personnel;
  - 11.1.4.3. Attendance / leave credits;
  - 11.1.4.4. Performance standards;
  - 11.1.4.5. Sanctions for violation(s) of company rules and regulations;
  - 11.1.4.6. Equipment of supplies; and
  - 11.1.4.7. Duties/functions/responsibilities of personnel.

## 12. OTHER MATTERS

- 12.1. The Service provider shall furnish the DOST-ASTI with a valid and sufficient Performance Bond in accordance with the rules set forth under Government Procurement Reform Act and its 2016 Implementing Rules and Regulations.
- 12.2. Should there be any wage or mandated benefit (i.e., SSS, PAG-IBIG, and PHILHEALTH) increase in favor of the assigned janitorial personnel subsequent to the execution of the Contract pursuant to a Law, Executive Order, Decree, or Wage Order, the Service Provider must inform the DOST-ASTI in writing of the wage increase to allow the latter to undertake the appropriate measures to address the same before its implementation, subject to the accounting and auditing rules and regulations and upon showing actual payment made to their employees.
- 12.3. The Service Provider shall furnish DOST-ASTI the monthly billing, together with copies of payroll, remittances (with the official receipt of SSS, PAG-IBIG, and PHILHEALTH), and other state insurance fund contributions for all janitorial personnel assigned, every 15th of the month. Should the Janitorial Agency fail to comply, DOST-ASTI shall withhold the payment for the current month until the latter shall have complied with the subject requirement.
- 12.4. It is expressly understood that no employee-employer relationship exists between the parties of their employees, representatives and agents. The DOST- ASTI shall not be responsible for any claims for general injury, including death sustained by the janitorial personnel or any third person arising out of or during the performance of the functions of the janitors pursuant to this contract.
- 12.5. The Service Provider shall be responsible for any loss or damage that may be incurred by its janitorial personnel. The DOST – ASTI may suspend or withhold whatever contract payments may be due the Service Provider should they fail to pay such losses or damages within fifteen (15) days from the date of notice, or until such loss or damage shall have been duly paid, restituted or repaired by the Service Provider, or go after the Performance Bond set forth in this Contract Agreement.

Likewise, the DOST – ASTI has the option to demand payment for the replacement value of the lost properties, or its replacement by another at least substantially in the same condition as the former.

- 12.6. The Service Provider shall maintain effective discipline and full control and supervision over the janitorial personnel assigned under this Contract Agreement, as well as the manner of performance of their duties. However, the Service Provider binds itself to cause the implementation and enforcement of all rules, regulations or directives that DOST-ASTI may issue concerning the conduct of said janitorial personnel.
- 12.7. The Service Provider welcomes all applicants regardless of age, religion, political affiliation including persons with disability, members of indigenous communities, and those from any sexual orientation and gender identities.
- 12.8. The Service Provider and its janitorial personnel shall undergo periodic/quarterly performance evaluation which shall serve as the basis of continuation of its services.
- 12.9. The Service Provider allows absorb or take-in janitorial personnel.
- 12.10. The Service Provider shall provide three (3) units (1 - ASTI, 1 - EPDC and 1 - NEC) of load allowance for the janitorial personnel assigned in DOST-ASTI and EPDC to be used for official business only.
- 12.11. The Service Provider must conduct training/s or seminar/s for janitorial personnel within duration of this contract.
- 12.12. The Service Provider agrees that the DOST – ASTI, through Property and Supply Section, reserves the right to screen and accept or deny the deployment of any personnel recommended by the Service Provider.
- 12.13. It is understood that janitorial services are essential to the daily operations of DOST-ASTI. Hence, the contract for the Provision of Janitorial Services may be extended or renewed subject to the external provider's performance evaluation pursuant to GPPB Resolution No. 06-2022, dated 12 September 2022.

### 13. ADDITIONAL REQUIREMENTS

- 13.1. The Bidder shall submit the following, within fifteen (15) days upon issuance of the Notice to Proceed (NTP), valid upon submission:
  - 13.1.1. Photo of Janitorial uniform or workwear;
  - 13.1.2. Janitorial personnel's resume;
  - 13.1.3. Transcript of Records;
  - 13.1.4. Medical Certificate/Clearance (Must be valid for one (1) year or before the deadline for the submission and receipt of offers, preferably issued this year);
  - 13.1.5. Drug Test Result (Must be valid for one (1) year or before the deadline for the submission and receipt of offers, preferably issued this year);
  - 13.1.6. Police and NBI Clearances (Must be valid for one (1) year or before the deadline for the submission and receipt of offers, preferably issued this year).
- 13.2. In the event that the winning bidder is the current Services Provider, and the same janitorial staff are assigned, submission of the said requirements is no longer required.
  - 13.2.1. Shall provide proof of payments/official receipts for payment of contributions from June 2023 to September 2023.

### 14. TERMS OF PAYMENT

Payment shall be made on a monthly basis for twelve (12) months subject to submission of the billing statement and other supporting documents by the Service Provider. Services shall only be billed based on the actual services received by DOST-ASTI; hence, they may be computed in a fraction of a month.

15. NOTES

15.1. Any other term, condition or provision not stipulated in this document will be covered by a separate agreement as proposed and agreed upon by DOST-ASTI and the Janitorial Agency.

15.2. Bidders must comply with all specifications contained in the purchase request, term sheet, and supplemental bid bulletin, if any.

**I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE TO COMPLY WITH ALL REQUIREMENTS STATED IN THE TERMS OF REFERENCE.**

**NAME** : \_\_\_\_\_

**DESIGNATION** : \_\_\_\_\_

**COMPANY NAME** : \_\_\_\_\_

**DATE** : \_\_\_\_\_

## ***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) in accordance with Section 8.5.2 of the IRR;

#### Technical Documents

- (b) 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**
- (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 No. 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.

- (g) Additional contract documents pursuant to Clause 21.2, Section III. Bid Data Sheet, as follows:

- Proof of Authority of the Bidder's authorized representative/s, i.e., Secretary's Certificate or Special Power of Attorney;

- Client/Customer Feedback Form, with at least Very Satisfactory in rating, from at least one (1) government agency or private corporation, with whom the janitorial service provider has a past or ongoing contract for three (3) years. The bidder may submit Client/Customer Feedback Forms from multiple clients as long as the aggregate period of the past or ongoing contracts is not less than three (3) years;

- Department of Labor and Employment Registration Certificate;  Proof of registration to the following:

- SSS;

- PhilHealth; and

- PAGIBIG.

- Proof of payments or official receipts for payment of contributions from June 2023 to September 2023:

- SSS;

- PhilHealth; and
- PAGIBIG.

Financial Documents

- (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.

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

- (j) *[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.
- (k) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

**FINANCIAL COMPONENT ENVELOPE**

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

# Bid Form for the Procurement of Goods

*[shall be submitted with the Bid]*

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## 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 Amount and Purpose of  
of agent Currency 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 Abroad**  
*[shall be submitted with the Bid if bidder is offering goods from Abroad]*

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

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

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

## **Bid Securing Declaration Form**

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

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

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

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

I/We, the undersigned, declare that:

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

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

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

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

*GPPB Resolution No. 16-2020, dated 16 September 2020*

## 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]*

## Performance Securing Declaration (Revised)

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

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

### PERFORMANCE SECURING DECLARATION

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

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

I/We, the undersigned, declare that:

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

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

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

**[Jurat]**

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

*GPPB Resolution No. 16-2020, dated 16 September 2020*

## Contract Agreement Form for the Procurement of Goods (Revised)

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

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### CONTRACT AGREEMENT

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures in specified currency*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;  
  
Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
  - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**



3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

*[Insert Name and Signature]*

*[Insert Name and Signature]*

*[Insert Signatory's Legal Capacity]*

*[Insert Signatory's Legal Capacity]*

*for:*

*for:*

*[Insert Procuring Entity]*

*[Insert Name of Supplier]*

**Acknowledgment**

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

## Single Largest Completed Contract

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Within three (3) years from the date of submission of bids which is similar in nature and the amount of which should be equivalent to at least fifty percent (50%) of the ABC.

**Please fill out the required information below:**

1	Name of Contract :	
2	Date of Contract :	
3	Contract Duration :	
4	Owner's Name :	
5	Owner's Address :	
6	Kinds of Good / Services :	
7	Amount of Completed Contract/s:	
8	Date of Delivery :	
9	Official Receipt / Sales Invoice No. :	

**NOTE:**

The bidder shall:

1. For #7, the amount of the completed contracts can be adjusted by the Bidder to the current prices using PSA's consumer price index, if necessary, for the purpose of meeting the SLCC Requirement.
2. It is required for the Bidder to submit **one** of the following documents:
  - a. Official Receipt;
  - b. Sales Invoice; or
  - c. Statement of End-user's Acceptance with Contract Amount.

Choose only **one** to submit, not all.

3. For #9, indicate the Official Receipt or Sales Invoice No. of the supporting document attached, for easier reference. If the Bidder opts to submit a statement of end-user's acceptance, indicate not applicable.

## Computation of Net Financial Contracting Capacity

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This is to certify that our **Net Financial Contracting Capacity (NFCC)** is **Philippine Pesos** \_\_\_\_\_ (\_\_\_\_\_ PhP) which is at least equal to the Approved Budget for the Contract (ABC). The amount is computed 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.

Issued this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

### **NOTES:**

1. The values of the bidder's current assets and current liabilities be based on the latest Audited Financial Statements which includes the data submitted to BIR through its Electronic Filing and Payment System.
2. Value of all outstanding or uncompleted contracts refers those listed in your Statement of All its Ongoing Government and Private Contracts.
3. The detailed computation using the required formula must be shown as provided above.

## Statement of Ongoing Government and Private Contracts

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**Example:**

No.	Contract Name	Contract Date & Contract Duration	Owner's name & address	Kinds of Goods / Services	Amount of Contract	Value of Outstanding Contract	Date of Delivery	Government or Private ("G" or "P")
1	XYZ Plan	01 Jan 2017, 5 Years	Juan Dela Cruz, Quezon City	Subscription Service	P99,000,000.00	P38,000,000.00	02 Jan 2017	G
<b>Total Value of All Outstanding Contracts: P38,000,000.00</b>								

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No.	Contract Name	Contract Date & Contract Duration	Owner's name & address	Kinds of Goods / Services	Amount of Contract	Value of Outstanding Contracts	Date of Delivery	Government or Private ("G" or "P")
1								
2								
3								
4								

**Total Value of All Outstanding Contracts:**

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**NOTE:** Supporting documents are **not** required.

