

COMPLIANCE WITH 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.

Lot Number	Description	Quantity	Total	Delivered, (Weeks/Months)
1	Provision of Janitorial Services	One (1) Lot	One (1) Lot	01 January 2025

This is to certify that we hereby commit to comply and deliver all the above.

Name of the Representative of the Bidder: _____

Position: _____

Name of the Bidder: _____

COMPLIANCE WITH 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
1	Provision of Janitorial Services	
	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: (1) efficient janitorial services and (2) 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 the day-to-day operation.	
	2. CONTRACT DURATION	
	2.1. The Duration of this contract shall be from 01 January 2025 to 31 December 2025.	
	3. PLACE OF ASSIGNMENT	
	3.1. One (1) janitorial personnel shall be assigned to the University of the Philippines (UP) - National Engineering Center (NEC), Junio Hall, Cor. Agoncillo St. and Osmena Ave., Diliman, Quezon City 1101.	
	4. QUALIFICATIONS OF THE SERVICE PROVIDER	
	4.1. The Service Provider shall follow the qualifications indicated in the Term Sheet.	
	5. WORK SCHEDULE AND RELATIVE MATTERS	
	5.1. The janitorial personnel shall comply with the schedule and obligations stipulated in the Term Sheet.	
	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 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 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, shall comply with the qualifications set in the Term Sheet.	
	8. DUTIES AND RESPONSIBILITIES	
	8.1. The janitorial supervisor and its personnel shall follow the duties and responsibilities specified in the Term Sheet.	
	9. SCOPE OF SERVICES	
	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 indicated in the Term Sheet.	
	10. OBLIGATIONS OF THE SERVICE PROVIDER TO ITS EMPLOYEES	
	10.1. Aside from paying their employees the proper wages and benefits, the Service Provider shall:	
	10.1.1. 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.	
	10.1.2. 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's compensation.	
	10.1.3. 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:	
	10.1.3.1. The rate of wages payable;	
	10.1.3.2. The method of calculation of wages;	
	10.1.3.3. The periodicity of wage payment - the hour, day and place of payment; and	
	10.1.3.4. Any increase or change with respect to any of the foregoing items during the existence of the contract	

	10.1.4. Provide each janitor personnel with a copy of the manual operations/company rules and regulations of the Service Provider on the following:	
	10.1.4.1. Recruitment of personnel;	
	10.1.4.2. Salaries of personnel;	
	10.1.4.3. Attendance/Leave credits;	
	10.1.4.4. Performance standards;	
	10.1.4.5. Sanctions for violation(s) of company rules and regulations;	
	10.1.4.6. Duties/Functions/Responsibilities of personnel.	
	11. OTHER MATTERS	
	11.1. The Service provider shall furnish the DOST-ASTI with a valid and sufficient Performance Bond in accordance with the rules set forth under the Republic Act No. 9184 and its 2016 revised Implementing Rules and Regulations.	
	11.2. 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.	
	11.3. 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 Service Provider fail to comply, DOST-ASTI shall withhold the payment for the current month until the latter shall have complied with the subject requirement.	
	11.4. 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.	
	11.5. 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,	

	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	
	11.6. 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.	
	11.7. 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	
	11.8. The Service Provider and its janitorial personnel shall undergo periodic /quarterly performance evaluation which shall serve as the basis of continuation of its services.	
	11.9. The Service Provider allows absorb or take-in janitorial personnel.	
	11.10. The Service Provider shall provide one (1) unit of load allowance for the janitorial personnel assigned in NEC to be used for official business only.	
	11.11. The Service Provider must conduct training/s and seminar/s for janitorial personnel within the duration of this contract	
	11.12. The Service Provider agrees that the DOST-ASTI, through the Property and Supply Section, reserves the right to screen and accept or deny the deployment of any personnel recommended by the Service Provider.	
	11.13. 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, renewed or amended pursuant to GPPB Resolution No. 06-2022, dated 12 September 2022.	
	12. ADDITIONAL REQUIREMENTS	
	12.1. The Service Provider shall submit the additional requirements prescribed in the Term Sheet within fifteen (15) days upon issuance of Notice to Proceed.	
	13. TERMS OF PAYMENT	
	13.1. 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, they may be computed by a fraction of a month.	
	14. NOTES	

	14.1. Should there be any discrepancy between the Term Sheet and the technical requirements stipulated herein, the requirements provided for in the former shall govern.	
	14.2. 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 Service Provider.	
	14.3. Service Provider 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
DOST-ASTI EXTENSION OFFICE (UP-NEC) CY 2025**

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 2025 to 31 December 2025.

3. PLACE OF ASSIGNMENT and LOCATION OF DELIVERY

- 3.1. One (1) janitorial personnel shall be assigned to the University of the Philippines (UP) - National Engineering Center (NEC), Junio Hall, Cor. 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 one (1) janitorial personnel. Janitorial personnel is subject to a quarterly evaluation at the sole discretion of DOST-ASTI.

- 4.2. Other qualifications of the Service Provider include:

- 4.2.1. Documents must be submitted as additional contract documents.

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

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

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

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

- 4.2.1.5. Net Financial Contracting Capacity at least equal to the Approved Budget for the Contract (ABC) or Committed Line of Credit at least equal to ten percent (10%) of ABC;
- 4.2.1.6. 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; and
- 4.2.1.7. 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 RELATED MATTERS

- 5.1. The janitorial personnel is 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. UP-NEC
 - 5.1.1.1. 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 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 for 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 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.
- 5.7. Should there be any official declaration of work suspension of government offices, such as typhoons or any equivalent of such, the work of the janitorial personnel, subject to the discretion of the client

(DOST-ASTI), may be suspended and the services of said personnel shall be deemed fully rendered.

- 5.8. Use the attached **COST DISTRIBUTION OF MONTHLY CONTRACT RATE (ANNEX "A")** as the reference for the computation for the Total Amount of Contract.

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 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 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) Janitorial Personnel
 - 7.1.1.1. Two (2) years completion in high school. 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 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.

8. DUTIES AND RESPONSIBILITIES

- 8.1. The Janitorial Personnel shall perform the following:
 - 8.1.1. 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 records, and proper collection and disposal of garbage. Conduct inspection of the premises to ensure clean and safe conditions and inspect equipment for cleanliness and repair.
 - 8.1.4. 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.

8.1.5. Ensure correctness of daily log entries of janitorial personnel assigned to UP-NEC.

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 (NEC);

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. Proper disposal of solid waste from various parts of the area assigned to the designated trash storage of the UP-NEC compound;

9.1.4. Upkeep of indoor potted plants;

9.1.5. Prepare and serve refreshments during conferences and/or meetings; and

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. Any other work advised by the DOST-ASTI 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. General cleaning of draperies and blinds;

9.3.3. Spraying of insecticides and other pest control activities, when necessary;

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 NEC units. In performing errand services, the janitorial personnel must fill out a Pass Slip 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. OBLIGATIONS OF THE SERVICE PROVIDER TO ITS EMPLOYEES

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

10.1.1. 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.

10.1.2. The Service Provider shall pay its personnel no 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.

10.1.3. 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:

10.1.3.1. The rate of wages payable;

10.1.3.2. The method of calculation of wages;

10.1.3.3. The periodicity of wage payment - the hour, day and place of payment; and

- 10.1.3.4. Any increase or change with respect to any of the foregoing items during the existence of the contract.
- 10.1.4. Provide each janitor personnel with a copy of the manual operations/company rules and regulations of the Service Provider on the following:
 - 10.1.4.1. Recruitment of personnel;
 - 10.1.4.2. Salaries of personnel;
 - 10.1.4.3. Attendance / leave credits;
 - 10.1.4.4. Performance standards;
 - 10.1.4.5. Sanctions for violation(s) of company rules and regulations;
 - 10.1.4.6. Duties/functions/responsibilities of personnel.

11. OTHER MATTERS

- 11.1. The Service provider shall furnish the DOST-ASTI with a valid and sufficient Performance Bond in accordance with the rules set forth under the Republic Act No. 9184 and its 2016 revised Implementing Rules and Regulations.
- 11.2. 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.
- 11.3. 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 Service Provider fail to comply, DOST-ASTI shall withhold the payment for the current month until the latter shall have complied with the subject requirement.
- 11.4. 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.
- 11.5. 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.

- 11.6. 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.
- 11.7. 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.
- 11.8. The Service Provider and its janitorial personnel shall undergo periodic/quarterly performance evaluation which shall serve as the basis of continuation of its services.
- 11.9. The Service Provider allows absorption or take-in of janitorial personnel.
- 11.10. The Service Provider shall provide one (1) unit of load allowance for the janitorial personnel assigned in NEC to be used for official business only.
- 11.11. The Service Provider must conduct training/s or seminar/s for janitorial personnel within the duration of this contract.
- 11.12. 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.
- 11.13. 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, renewed, and amended pursuant to GPPB Resolution No. 06-2022, dated 12 September 2022.

12. ADDITIONAL REQUIREMENTS

- 12.1. The Service Provider shall submit the following, within fifteen (15) days upon issuance of the NTP, which must be valid upon submission:
- 12.1.1. Photo of janitorial uniform or workwear;
 - 12.1.2. Janitorial personnel's resume;
 - 12.1.3. Transcript of Records;
 - 12.1.4. 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);
 - 12.1.5. 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); and
 - 12.1.6. 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).

13.1.1. If the winning bidder is the current Services Provider, and the same janitorial staff are assigned, submission of the said requirements is no longer required.

12.2. Service Provider shall provide proof of payments/official receipts for payment of contributions from June 2024 to September 2024 within fifteen (15) days upon issuance of the NTP.

12.2.1. If the winning bidder is the current service provider, submission of payment of contributions is no longer required.

13. TERMS OF PAYMENT

13.1. 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.

14. NOTES

14.1. 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 Service Provider.

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

14.3. Should there be any discrepancy between the Term Sheet and the technical requirements stipulated herein, the requirements provided for in the former shall govern.

I, THE UNDERSIGNED, HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE TO COMPLY WITH ALL REQUIREMENTS STATED IN THE TERM SHEET.

NAME : _____

DESIGNATION : _____

COMPANY : _____

DATE : _____

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

BID FORM

Date : _____

Project Identification No. : _____

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

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

If our Bid is accepted, we undertake:

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

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

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

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

_____	_____
_____	_____
_____	_____

(if none, state "None")]

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

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

For Goods Offered from Abroad

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

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIF 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]

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]

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

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

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

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

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with

the Philippine Bidding Documents, which includes:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

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]

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]

Single Largest Completed Contract

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

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 _____, 2024.

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

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
Total Value of All Outstanding Contracts: P38,000,000.00								

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:

NOTE: Supporting documents are not required.