



PHILIPPINE BIDDING DOCUMENTS

Provision of Janitorial Service for the Department of Trade and Industry (DTI) and its Attached Agencies

Government of the Republic of the Philippines

**Bidding No. 21-057
03 December 2021**

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	2
Section I. Invitation to Bid.....	5
Section II. Instructions to Bidders.....	8
1. Scope of Bid	8
2. Funding Information.....	8
3. Bidding Requirements	8
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	8
5. Eligible Bidders.....	8
6. Origin of Goods	9
7. Subcontracts	9
8. Pre-Bid Conference	9
9. Clarification and Amendment of Bidding Documents	10
10. Documents comprising the Bid: Eligibility and Technical Components	10
11. Documents comprising the Bid: Financial Component	10
12. Bid Prices	11
13. Bid and Payment Currencies	11
14. Bid Security	12
15. Sealing and Marking of Bids	12
16. Deadline for Submission of Bids	12
17. Opening and Preliminary Examination of Bids	12
18. Domestic Preference	12
19. Detailed Evaluation and Comparison of Bids	12
20. Post-Qualification	13
21. Signing of the Contract	13
Section III. Bid Data Sheet	14
Section IV. General Conditions of Contract	16
1. Scope of Contract	16
2. Advance Payment and Terms of Payment	16
3. Performance Security	16
4. Inspection and Tests	16
5. Warranty	17
6. Liability of the Supplier	17
Section V. Special Conditions of Contract	18
Section VI. Schedule of Requirements	22
Section VII. Technical Specifications	23
Section VIII. Checklist of Technical and Financial Documents	39

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

Provision of Janitorial Service for the Department of Trade and Industry (DTI) and its Attached Agencies

1. The Department of Trade and Industry, through the General Appropriation Act for CY 2022 and/or continuing appropriations intends to apply the sum of **Thirty-Three Million Six Hundred Thirty-Three Thousand Three Hundred Nine and ²⁰/₁₀₀ Pesos (PhP33,633,309.20)** being the ABC to payments under the contract **Provision of Janitorial Service for the Department of Trade and Industry (DTI) and its Attached Agencies (Bidding No. 21-057)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Department of Trade and Industry now invites bids for the Early Procurement on the **Provision of Janitorial Service for the Department of Trade and Industry (DTI) and its Attached Agencies (Bidding No. 21-057)**. Delivery of the Services is required within **one (1) year**. Bidders should have completed, within **three (3) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non- discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from Department of Trade and Industry and inspect the Bidding Documents at the address given below during office hours from 8 AM to 5 PM, Monday to Friday.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **06 December 2021** 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 **Twenty-Five Thousand Pesos (PhP25,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or via electronic mail.
6. The Department of Trade and Industry will hold a Pre-Bid Conference on **13 December 2021, 9:30AM** through video conferencing or webcasting via Zoom, which shall be open to prospective bidders. Zoom Meeting link is contained in

Section III (Bid Data Sheet).

7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below, (ii) online or electronic submission as indicated below, or (iii) both on or before **9 AM of 27 December 2021**. 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 **27 December 2021, 9:30AM** at the Center Conference Room, Trade & Industry Building, 361 Sen. Gil Puyat Avenue, Makati City and/or via Zoom. Zoom Meeting link is contained in Section III (Bid Data Sheet). Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The bidders may submit their bids in any of the following form:
 - 10.1. Physical submission of the documents on the address stated below; or
 - 10.2. Electronic submission of bids with the following guidelines:
 - 10.2.1. The Bidder shall submit three (3) set of files of the same documents in PDF format, NOT EDITABLE, with different individual password before the set deadline. The Encryption Key and Password shall be submitted during the opening of the bids of the concerned bidder.
 - 10.2.2. The Bidder shall have the full responsibility on securing the files submitted are not corrupted. The DTI-BAC shall have three (3) attempts to open the submitted files.
 - If the first file was successfully opened, the two (2) remaining files shall be disregarded.
 - If the first file was corrupted, the DTI-BAC shall open the second file. If the second file was successfully opened, the first and third file shall be disregarded.
 - If the first and second file were corrupted, the third file shall be opened.
 - If the third file was corrupted, the bidder shall be automatically disqualified.
11. The Department of Trade and Industry 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.
12. For further information, please refer to:

Mary Ann D. Yulas

Assistant Chief, Procurement Management Division
Human Resource and Administrative Service
Department of Trade and Industry
G/F, Trade and Industry Building

361 Sen. Gil Puyat Avenue, Makati City
Tel. No: +63 (2) 7791-3363/3367, Fax No: +63 (2) 895-3515
Email: MaryAnnYulas@dti.gov.ph
Website: www.dti.gov.ph

13. You may visit the following websites:

For downloading of Bidding Documents:

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

<https://www.dti.gov.ph/good-governance-program/transparency-seal/bac-resources/>

For online bid submission:

BACSecretariat@dti.gov.ph

03 December 2021

SGD.

MARY JEAN T. PACHECO
Assistant Secretary
Chairperson
DTI-Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Department of Trade and Industry, wishes to receive Bids, for the Early Procurement on the **Provision of Janitorial Service for the Department of Trade and Industry (DTI) and its Attached Agencies**, with identification number **21-057**.

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

2. Funding Information

a. The GOP through the source of funding as indicated below for 2022 in the amount of **Thirty-Three Million Six Hundred Thirty-Three Thousand Three Hundred Nine and ²⁰/₁₀₀ Pesos (PhP33,633,309.20)**.

b. The source of funding is NGA, the General Appropriations Act or Special Appropriations.

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:

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

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

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security 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 and either at its physical address and/or through

videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **three (3) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

- b. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.

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

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid for **one hundred twenty (120) calendar days**. 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 BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

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

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

19.4. The Project shall be awarded as follows:

One Project having several items that shall be awarded as one contract.

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

20. Post-Qualification

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;">a. Provision of Janitorial Service;</p> <p style="margin-left: 80px;">a. completed within three (3) years prior to the deadline for the submission and receipt of bids.</p> <p>The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.</p>
7.1	Subcontracting is not allowed.
8	<p>The Department of Trade and Industry will hold a Pre-Bid Conference on 13 December 2021, 9:30AM through video conferencing or webcasting via Zoom, which shall be open to prospective bidders.</p> <p>Join Zoom Meeting: https://zoom.us/j/97941148385?pwd=OCs1bFNvM3dpZFM2QzZPZlJhaEpnZz09</p> <p>Meeting ID: 979 4114 8385 Passcode: 499376</p>
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p style="margin-left: 40px;">a. The amount of not less than Six Hundred Seventy-Two Thousand Six Hundred Sixty-Six and ¹⁸/₁₀₀ Pesos (PhP672,666.18), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p style="margin-left: 40px;">b. The amount of not less than One Million Six Hundred Eighty-One Thousand Six Hundred Sixty-Five and ⁴⁶/₁₀₀ Pesos (PhP1,681,665.46) if bid security is in Surety Bond.</p>
15	<p>a. Physical Submission: Each Bidder shall submit one (1) original and three (3) copies of the first and second components of its bid.</p> <p>b. Electronic Submission: Please refer to Section I (Invitation to Bid Clause 10).</p>

17	<p>Bid opening shall be on 27 December 2021, 9:30AM at the Center Conference Room, Trade & Industry Building, 361 Sen. Gil Puyat Avenue, Makati City and/or via Zoom. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.</p> <p>Join Zoom Meeting: https://zoom.us/j/99937712755?pwd=ajI5N0FYZVBqVjg2ZVByTkdCS2JOZz09</p> <p>Meeting ID: 999 3771 2755 Passcode: 924826</p>
19.3	<p>The lot(s) and reference is/are: Provision of Janitorial Service for the Department of Trade and Industry (DTI) and its Attached Agencies.</p>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

these purposes.

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

5. Warranty

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

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is:</p> <p>JOEL R. CRUZ <i>Director</i> Human Resource and Administrative Service Trade and Industry Bldg., 361 Sen. Gil J. Puyat Ave., Makati City</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

	<p>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</p>
	<p>e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <p>a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and</p> <p>b. in the event of termination of production of the spare parts:</p> <p>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</p> <p>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</p> <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [<i>indicate here the time period specified. If not used indicate a time period of three times the warranty period</i>].</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within [<i>insert appropriate time period</i>] months of placing the order.</p>

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

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	Payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Delivered, Weeks/Months	Statement of Compliance
1	Provision of Janitorial Service for the Department of Trade and Industry (DTI) and its Attached Agencies	1 lot	January 1, 2022 to December 31, 2022	

Conforme:

Name & Signature of the Authorized Representative

Name of Company

Date

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
1	<p>I. SCOPE OF WORK</p> <p>The general scope of work for the janitorial services is to maintain sanitation and cleanliness of all the building facilities (office space, conferences, common areas and elevators, etc.) and grounds of the Department of Trade & Industry (DTI) offices and its attached agencies, Philippine Trade Training Center (PTTC), Design Center of the Philippines (DCP) and Board of Investments (BOI) as per shift requirement and other details that may deemed necessary, as called for any situation with the approval of the DTI, PTTC, DCP and BOI management, and as agreed upon in the contract. Thus, the Outsourced Service Provider shall provide environmentally friendly and high standard quality cleaning products/solutions, equipment and/or materials and supplies to DTI, PTTC, DCP and BOI.</p> <p>This is an early procurement activity for the DTI and its attached agencies Janitorial services FY 2022.</p> <p>The Outsourced Service Provider shall take into account the following:</p> <ol style="list-style-type: none"> a. Protection of DTI offices and its attached agencies PTTC, DCP and BOI building facilities and personnel properties from damage or destruction in connection with janitorial activities including the illegal divulgence of confidentiality of office records by way of negligence and/or unauthorized disposal of government records. b. Proper collection and disposal of garbage within the bounds of DTI, PTTC, DCP and BOI Rules and Regulations and in accordance with the City’s Garbage Collection and Segregation Scheme. c. Provide uniform for janitorial personnel, cleaning tools and work equipment, and other necessary paraphernalia used in carrying out the required janitorial services. d. Ensure availability of relievers for continuous and uninterrupted service in case of inability of regular personnel to report for work. <p>II. PERFORMANCE OF CRITERIA</p> <p>The Outsourced Service Provider shall maintain a satisfactory level of performance throughout the term of the contract based on the following criteria:</p> <ol style="list-style-type: none"> a. Quality of service delivered; b. Time management; c. Management and suitability of personnel; 	<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples,</i></p>

	<p>d. Contract administration and management</p> <p>e. Provision of regular progress reports on the status of DTI, PTTC, DCP and BOI’s premises in terms of janitorial services in accordance with the housekeeping plan;</p> <p>f. Compliance with DTI instructions, guidelines and policies</p> <p>The above criteria shall be used to assess semi-annually the level of performance of the Outsourced Service Provider. DTI may pre-terminate the contract of the Outsourced Service Provider based on its assessment of failure to perform its obligations thereon.</p> <p>III. TECHNICAL SPECIFICATIONS</p> <p>A. Stability</p> <ol style="list-style-type: none"> 1. Year of experience: at least five (5) years in the business 2. Has provided janitorial services to government and financial institutions 3. Should have a minimum of five hundred (500) deployed janitorial personnel 4. Bidder shall submit certification under oath of list of contracts completed for the last five (5) years. <p>B. Housekeeping Plan</p> <p>Submit a comprehensive housekeeping plan tailored fit for DTI in accordance with the requirements stated therein within thirty (30) days from the effectivity of this contract. The said plan once formally approved by the DTI management, shall state/enumerate the specific methodology to execute the plan and shall be strictly observed and implemented by the Outsourced Service Provider.</p> <p>C. Manpower/Equipment/Supplies and Other Requirement</p> <ol style="list-style-type: none"> 1. Number and kind of equipment and supplies – with the minimum number and kind of equipment and supplies as specified on the Annex “A” 2. Number of Janitorial personnel – 129 janitors including Supervisors; to oversee deployment/posting, supervise the administration/management and monitor the day-to-day activities of the janitorial personnel for the duration of the contract. 3. Work Schedule <ol style="list-style-type: none"> 3.1 Five (5) Shifts: <ul style="list-style-type: none"> 6:00 AM – 3:00 PM 7:00 AM – 4:00 PM 12:00 NN – 8:00 PM 8:00 AM – 5:00 PM 10:00 AM – 7:00 PM 3.2 8-hour basis 3.3 6 Days work week 	<p><i>independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>
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4. Deployment of Janitorial Personnel

OFFICE/BUREAU/BUILDING	SUPERVISOR	JANITORIAL PERSONNEL	6AM - 3PM Shift	7AM - 4PM Shift	12P M- 8PM Shift	8AM- 5PM Shift	10AM -7PM Shift
DCP	1	5		4		2	
PTTC	1	8		9			
BOI	1	12	13				
Head Office	1	36	14	18	2	3	
OSEC/BOI		7	4	1	1	1	
<i>International Building</i>		21	2	11		3	5
CITE		10		5		5	
BPSTC-Cavite		5		5			
FTEB		7		2		5	
NCRO		6		4		1	1
CARP		1		1			
TARA		2		2			
HAIPIN		5	2	3			
TOTAL	4	125	35	65	3	20	6

D. Budgetary Requirement

1. Thirty-Three Million Six Hundred Thirty-Three Thousand Three Hundred Nine and ²⁰/₁₀₀ Pesos (PhP33,633,309.20) is inclusive of all the government taxes and charges, and 30 % of administrative fee.
2. The initial amount of the administrative fee from the commencement of the contract shall remain the same during the entire duration of the contract regardless of any increase in the compensation of the employees due to wage increase, SSS contributions, etc., unless, negotiated/ amended and approved by both the Contractor and the DTI.

IV. PERSONNEL SELECTION & OTHER REQUIREMENTS

1. SUPERVISOR

- 1.1 Male/female
- 1.2 Of good moral character and reputation, courteous, well-groomed, efficient, alert, honest, hardworking and without any criminal or police records
- 1.3 Physically and mentally fit
- 1.4 At least high school or vocational graduate
- 1.5 At least three (3) years of relevant supervisory experience

2. JANITORS

- 2.1 Male/female

	<p>2.2 Of good moral character and reputation, courteous, well-groomed, alert, honest, hardworking and without any criminal or police records</p> <p>2.3 Physically and mentally fit</p> <p>2.4 At least high school graduate</p> <p>3. DUTIES & RESPONSIBILITIES OF THE CONTRACTOR</p> <p>3.1 Must warrant that its employees are paid not less than the minimum wage as provided for by law through submission of issued pay slips duly signed and received by the employees.</p> <p>3.2 Must submit a certified true copy of SSS, Philhealth and Pag-ibig remittances for the past three (3) years (2018-2020) and photocopies of pay slips of the concerned janitors from the contractor (January 2020 to December 2020). – <i>For Post-Qualification Process.</i></p> <p>3.3 Must submit proof of payment of SSS, Philhealth and Pag-ibig every quarter before DTI will process the billing statement.</p> <p>3.4 Delayed payment of salary/wages of janitorial personnel will be penalized</p> <p>3.5 Upon request, must provide DTI with documents to verify the identity of the personnel assigned to the DTI premises.</p> <p>3.6 Must provide the DTI with a complete and up-to-date list and photograph of its personnel upon deployment</p> <p>3.7 Preferably shall provide proof of vaccination and photocopy of vaccination card to show that the janitorial personnel have already been vaccinated</p> <p>3.8 Must submit to the DTI within five (5) days of every month a statement signed by the Contractor's duly authorized representative that it has paid all wages, salaries, compensation and other benefits of the employees assigned to the DTI for services rendered by them during the immediately preceding month, and that such payments were all in accordance with the requirements of the law</p> <p>3.9 Must submit to the DTI within the first ten (10) days of every quarter a copy if its duly accomplished forms signed by the authorized Contractor's signatory if the quarterly SSS remittance form together with the corresponding check voucher</p> <p>3.10 The Contractor shall have direct supervision and control over all contracted employee</p> <p>3.11 As an employer, the Contractor shall have the exclusive and absolute right to suspend, lay-off, terminate and/ or impose disciplinary measures, direct and control the services and determine the wages, salaries and compensation of the employees who shall be assigned at the DTI</p> <p>3.12 The Contractor shall take necessary precaution and exercise due care and diligence in the performance of its undertaking so as not to cause injury, damage or loss to</p>	
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	<p>the persons and property and shall at all times save the DTI from any claim for any damage arising therefrom</p> <p>3.13 The Contractor shall prepare the <i>monthly</i> schedule of janitors and ensure that each janitor shall only work 8 hours a day, six days a week, unless any authority to render over time was approved by the requesting bureau or office</p> <p>3.14 The Contractor shall ensure immediate replacement of janitor within 24 hours in case of an unscheduled absence of its janitor.</p> <p>3.15 The Contractor shall provide janitorial augmentation in any DTI, DCP, BOI or PTTC events when required.</p> <p>3.16 The Contractor must provide standard proper uniforms, 3 sets of uniform yearly and other Paraphernalia to its personnel assigned to DTI and its attached agencies PTTC, DCP and BOI.</p> <p>4. DUTIES AND RESPONSIBILITIES OF THE SUPERVISOR</p> <p>4.1 Must ensure compliance of the Manpower Employment Schedule.</p> <p>4.2 Must schedule work assignments, set priorities and direct the work of subordinate employees in coordination with the DTI.</p> <p>4.3 Must endorse relievers to the bureaus or office corresponding administrative officers.</p> <p>4.4 Evaluates and verifies employee performance through the review of completed work assignments and work techniques.</p> <p>4.5 Ensures that proper labor relations and conditions of employment are maintained.</p> <p>4.6 Ensures implementation, enforcement and compliance with the DTI rules and regulations relative to the maintenance of cleanliness and sanitation of office premises.</p> <p>4.7 Conducts daily monitoring or roving to check performance and attendance of personnel in their designated work areas.</p> <p>4.8 Conducts daily inspection of the premises, facilities, equipment, office fixtures and furniture to ensure its cleanliness and safety conditions.</p> <p>4.9 Reports and coordinates with the DTI GSD of any facility, equipment, or fixtures that needs repair/ replacement.</p> <p>4.10 Maintains records, prepares reports and correspondences relative to their work</p> <p>4.11 Determines the materials, supplies and equipment needed on a monthly basis.</p> <p>4.12 Must submit the following reports to the General Services Division every first Monday of the month:</p> <p style="padding-left: 20px;">4.12.1 Monthly Manpower Deployment Schedule</p> <p style="padding-left: 20px;">4.12.2 Monthly consumption of supplies</p> <p style="padding-left: 20px;">4.12.3 Monthly delivery and inventory of supplies</p> <p style="padding-left: 20px;">4.12.4 Monthly Summary of request for manpower/ OT authorizations</p>	
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	<p>4.12.5 Perform other services necessary or desirable for the maintenance of the premises for the comfort and safety of the DTI employees and its clients/ visitors.</p>	
	<p>V. BUILDING HOUSEKEEPING</p> <p>1. Daily Activities</p> <p>1.1 Sweeping, mopping, scrubbing and polishing of all floors in the lobbies, hallways, offices, pantries and conference rooms, including elevators</p> <p>1.2 Cleaning & dusting all office equipment surfaces, furniture, partitions, counters, glass surfaces, cabinets and decors.</p> <p>1.3 Cleaning of interior glass panels including window ledges, door handles, partitions/ sidings and vertical or horizontal blinds.</p> <p>1.4 Sweeping, polishing and keeping stairways, fire exits and entrances clean and free of obstruction at all times.</p> <p>1.5 Maintaining cleanliness and neatness of all rooms including the vacuuming of all carpeted areas.</p> <p>1.6 Cleaning, dusting and maintaining neatness of doormats.</p> <p>1.7 Cleaning of waste baskets, plant boxes and pots.</p> <p>1.8 Sweeping and maintaining cleanliness of exterior walkways, driveways, garbage dumpsite and its surroundings.</p> <p>1.9 Collecting, segregating and disposing trash to the garbage dump twice a day.</p> <p>1.10 Cleaning, sanitizing and disinfecting comfort room urinals, toilet bowls, lavatories and wash room basins.</p> <p>1.11 Refilling of hand soap, replacing the urinal cartridges and periodic placement of deodorant cakes in the urinals and toilet bowls.</p> <p>1.12 Informing or reporting of defective plumbing fixtures such as lavatory faucets, water closets, urinals, flushers, fire hydrant, electrical lights, etc.</p> <p>1.13 Immediate reporting of any lost items found, suspicious bags or packages left by visitors/ employees in the vicinity.</p> <p>1.14 Performing of other tasks that may be required from time to time such as, movement of furniture, equipment, supplies and materials as may be necessary.</p> <p>2. Weekly Activities (Saturdays)</p> <p>2.1 General cleaning, stripping, scrubbing, washing, waxing and polishing of all floors, including cleaning of baseboards</p> <p>2.2 Vacuum cleaning of carpeted floors.</p> <p>2.3 General cleaning, disinfecting and deodorizing of all comfort rooms and wash rooms.</p> <p>2.4 Washing of glass windows, blinds and dusting of ceiling.</p> <p>2.5 Cleaning of roof deck and removal of debris, if any.</p>	

	<p>2.6 General cleaning of all offices, including tables, computers, racks and dusting of file rooms.</p> <p>2.7 Washing and cleaning of all receptacles and waste baskets.</p> <p>2.8 Polishing of all interior and exterior building signage.</p> <p>2.9 Occasional or as the need arise- washing of table cloth, seat cover, clinic beddings, curtains and other office fabric related materials.</p> <p>3. Monthly Activities</p> <p>3.1 Thorough cleaning of all areas</p> <p>3.2 Thorough general cleaning, sanitizing and disinfecting of all washrooms and toilets.</p> <p>3.3 General cleaning of parking areas and surroundings</p> <p>3.4 General cleaning of wall partitions and other vertical surfaces</p> <p>3.5 Spray insecticide inside DTI office to eradicate mosquitos, cockroach, ants & other pests.</p> <p>3.6 Putting of rat baits and removing dead rats in are where traces of infestations were seen.</p> <p>3.7 General cleaning of surfaces, receptacles, corners, and areas that are not ordinarily cleaned during the daily and weekly services.</p> <p>3.8 Preparing of monthly reports (Supervisor).</p> <p>4. Semi-Annual Activities</p> <p>4.1 Shampooing of carpets and upholstered furniture and office partitions.</p> <p>4.2 General cleaning of light diffusers, ventilation ducts and other overhead fixtures.</p> <p>4.3 Cleaning of exterior glass windows of the building (as applicable).</p> <p>5. Other Required Activities</p> <p>5.1 Assist in the physical arrangement of the lobby, conference rooms, and such other areas as may be required by the DTI.</p> <p>5.2 Assist in the internal transport of bulky records, office supplies, furniture and equipment within the building premises or other DTI buildings and warehouses.</p> <p>5.3 Assist in hauling of exhibit props and materials during events and special activities.</p> <p>5.4 Assist in meetings/ functions and wash dishes related to these events.</p> <p>5.5 Keep watch and take action to prevent or mitigate damage to the building and its facilities during emergency situations such as typhoons, floods, earthquakes, power failures or fire incidents.</p> <p>6. Ground Maintenance</p>	
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	<p>6.1 Properly maintain all landscaped areas, lawns, and all flower/ plant boxes inside and outside the building.</p> <p>6.2 Preserve trees and foliage in thriving condition by watering, cultivating, pruning, spraying, or fertilizing. Shrub areas must be free from weeds by cultivating or hand digging, if necessary.</p> <p>6.3 Maintain grass and shrubs as necessary by watering, weeding or mowing.</p> <p>6.4 All tools, materials, equipment, etc. should be kept after use and all rubbish garbage shall be placed in the garbage bins.</p> <p>6.5 Sweeping of grounds and parking areas of dust, litter and other debris.</p> <p>6.6 General cleaning and washing or parking areas of accumulated dust and oil stains.</p> <p>7. CLEANING EQUIPMENT, TOOLS AND SUPPLIES</p> <p>7.1 The Contractor shall, at their own expense, continuously provide all the equipment, heavy duty tools/ materials and supplies stipulated in ANNEX “A” of this TOR.</p> <p>7.2 The delivery of required supplies and materials to be used for the succeeding month must be done within the last five (5) working days of the <i>current month and shall be subject to inspection and acceptance by the DTI</i></p> <p>VI. OTHER TERMS AND CONDITIONS</p> <p>1. Operations Management of Contractor</p> <p>1.1 The Outsourced Contractor’s Operations Manager shall visit DTI at least once a month for coordination meeting with the DTI management and its attached agencies.</p> <p>1.2 The maintenance, repair, and replacement of tools and equipment necessary and incidental to the performance of its obligation shall be for the account of the supplier.</p> <p>1.3 The janitorial personnel shall operate on a daily routing operation and shall be designated to render the service according to details and place of assignments as approved by the DTI management and as agreed upon in the contract.</p> <p>1.4 The Outsourced Contractor shall not allow any janitorial personnel to work more than eight (8) hours within a 24-hour period, except in cases of emergencies, fortuitous events, and natural calamities and upon written approval of the DTI management; thus, no janitorial personnel’s schedule of duty shall overlap with that of the another, otherwise, DTI management shall not be obliged to pay the Outsourced Contractor for the overtime rendered. The DTI management may give such reasonable instructions to the Outsourced Service Provider as he/ she deems necessary and with approval of the highest ranking official available, to which the instructions the Outsourced Contractor must comply with.</p>	
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	<p>1.5 The Outsourced Contractor shall provide relievers within twenty-four (24) hours, who meet the criteria in the Technical Specifications and whose services shall be made available whenever the assigned janitorial personnel is/ are absent or deployed to other offices. The reliever shall also render service whenever additional janitorial personnel are requested or required by DTI management.</p> <p>1.6 The Outsourced Contractor agrees that the DTI management reserves the right to screen and deny or accept the assignment of any janitorial personnel recommended by the Outsourced Contractor to perform the service. Furthermore, DTI management shall have the right to replace personnel if their performance is considered below par or unsatisfactory; where their actions tend to prejudice the interest of DTI whereby and decision arrived on the matter shall be final and binding. Failure on the part of the Outsourced Contractor to take appropriate action thereon within forty-eight (48) hours from receipt of advice from DTI management shall be considered a cause for termination of the contract.</p> <p>1.7 The Outsourced Contractor shall be responsible for any loss or damage to any property of DTI within its bureaus/ offices and attached agencies, occurring or taking place during the shifting period of the janitorial personnel, and made known in writing to the Outsourced Contractor within 48 hours from the time of discovery of the loss or damage, unless the DTI management is able to prove in an investigation conducted by representatives of the Outsourced Contractor and DTI that there was no fault or negligence on the part of the Outsourced Contractor's janitorial personnel provided, however, that such loss or damage is not attributable to the Outsourced Service Provider. This stipulation does not apply in the following cases:</p> <p style="padding-left: 40px;">1.7.1 If the loss or damage occurred in enclosed room or compartment to which the janitorial personnel has no access, except when doors/ windows/ locks/ wall are broken to gain entry; and</p> <p style="padding-left: 40px;">1.7.2 If the property was kept in a storage and has not been properly turned-over to the Outsourced Contractor.</p> <p>1.8 DTI shall neither deduct its claims or losses and/ or damages from the payments to be made to the Outsourced Contractor or janitorial services nor withhold any payment to the Outsourced Contractor without prior notice except for reason of non-compliance by the Outsourced Contractor on the obligations provided</p> <p>1.9 The Outsourced Contractor shall not be liable for losses and/ or damages due to:</p>	
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	<p>1.9.1 Fortuitous events or force majeure beyond the control of the security guards to prevent despite exercise of due diligence; provided that the same reported to DTI within 24 hours from occurrence thereof so that DTI can verify the same. For this purpose, fortuitous events or force majeure shall mean any of the following:</p> <p style="margin-left: 40px;">1.9.1.1 Acts of war or the public enemy whether war be declared or not;</p> <p style="margin-left: 40px;">1.9.1.2 Public disorders, insurrection, rebellion, sabotage or violent demonstration;</p> <p style="margin-left: 40px;">1.9.1.3 Fires, earthquakes, volcanic eruption or other destructive natural calamities;</p> <p style="margin-left: 40px;">1.9.1.4 Any other event, which under Philippine law is defined as force majeure and/ or fortuitous event</p> <p>2. Recruitment and Selection Criteria</p> <p>2.1 The Outsourced Contractor shall submit the list of its personnel to be deployed to DTI bureaus/ offices and attached agencies, along with their Personal Information Sheet (PIS) on the day of formation (with complete attachments), as follows:</p> <p style="margin-left: 40px;">2.1.1 Resume/ Bio Data</p> <p style="margin-left: 40px;">2.1.2 Form 137</p> <p style="margin-left: 40px;">2.1.3 High School diploma</p> <p style="margin-left: 40px;">2.1.4 NBI, Police and Barangay Clearance</p> <p style="margin-left: 40px;">2.1.5 SSS Number/ EI/ SSS ID</p> <p style="margin-left: 40px;">2.1.6 BIR TIN</p> <p style="margin-left: 40px;">2.1.7 Birth Certificate</p> <p style="margin-left: 40px;">2.1.8 Medical Certificate</p> <p style="margin-left: 40px;">2.1.9 Drug Test Result</p> <p>2.2 Deployment of any new staff shall have prior written approval or permission of the DTI, PTTC, DCP & BOI. The DTI management has the right to require the Outsourced Contractor to replace any of the personnel who are found unsuitable; the Outsourced Contractor shall immediately replace such personnel.</p> <p>2.3 The number of janitorial personnel indicated in the deployment schedule may be increased or decreased, at the sole discretion of the DTI management.</p> <p>2.4 The Outsourced Contractor shall provide each janitorial personnel on duty with appropriate uniform, equipment and cleaning materials. An Identification Card (ID) shall be also be provided by the Outsourced Contractor which shall be made part of the complete uniform and worn at all times.</p> <p>2.5 The Outsourced Contractor shall provide at least five polo shirts and one (1) black pants as uniform to all janitorial personnel every year.</p>	
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	<p>2.6 The DTI prohibits the Outsourced Contractor to charge the janitorial personnel for their uniforms and shall be provided with no additional cost to DTI.</p> <p>2.7 The Outsourced Contractor shall be at all times use all reasonable efforts to maintain discipline and good order among its personnel. The Outsourced Contractor shall be responsible for all acts done by the personnel engaged by it. Any act of discipline, misconduct, theft, pilferage on the part of any personnel engaged by the Outsourced Service Provider resulting in any loss to the DTI, will be viewed seriously and the DTI management shall have the right to levy damages and even terminate the contract forthwith.</p> <p>2.8 The Outsourced Contractor shall provide full coverage of medical and risk insurance to all its janitorial personnel to be assigned at the DTI.</p> <p>2.9 It is understood that failure/ delay of the DTI to demand strict compliance with any and all of the terms of the contract shall not be considered as waiver of the enforcement of its right in connection therewith.</p> <p>2.10 The Outsourced Contractor agrees and obligates to hold the DTI free and harmless from any and all actions, suits, damages and claims which may be brought or instituted by any party whomsoever by reasons of this contract and/ or its implementation the non-observance or non-performance by the Outsourced Service Provider of its obligation under any rule, regulation, ordinance or law or any of the covenants herein stipulated.</p> <p>2.11 The Outsourced Contractor shall not assign or sub-contract the service or any portion thereof covered by the contract without the written approval by the DTI.</p> <p>2.12 The Outsourced Contractor and its janitorial personnel shall at all times comply with all the safety and security regulations of the DTI.</p> <p>2.13 During the entire duration of this contract, the Outsourced Contractor shall not disclose to any third party any information as to the state of affairs or business of the DTI which has come to the knowledge of contrary by reasons of this contract.</p> <p>2.14 The Outsourced Contractor shall endeavor to adopt ATM-based payroll remittance system to its personnel and issue pay slip regularly.</p> <p>2.15 No employer-employee relationship shall exist between the DTI and the Outsourced Contractor and the janitorial personnel to be deployed by the Outsourced Contractor in the DTI bureaus. Offices and attached agencies.</p> <p>2.16 The Outsourced Contractor shall comply with the provisions of the Labor Code and shall be solely responsible for liabilities arising out of non-compliance. Insurance and accident risks for the janitorial personnel shall be the responsibility of the Contractor. In the event that DTI shall be liable arising from failure of the Outsourced Service Provider to act immediately on any of the above claims for which the Outsourced Service</p>	
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	<p>Provider is liable under law, the DTI shall be entitled to deduct any and all amount that it may have been called upon to pay from monthly service fees due to the Outsourced Contractor.</p> <p>2.17 Failure to renew its licenses for whatever reason shall constitute as a ground for the DTI management to terminate this contract.</p> <p>2.18 The Outsourced Contractor warrants that it has not given or promised to give money or gifts to any official or employee of DTI to secure this contract. Any violation of this warranty or any provision contained therein shall be sufficient ground for the DTI management to revoke or cancel this contract without the necessity of judicial intervention.</p> <p>2.19 The Outsourced Contractor shall satisfy the DTI showing adequate recorded proof that the minimum wages and SSS, Philhealth and Pag-ibig contributions are being paid to its personnel. The Outsourced Contractor shall submit the following documents</p> <p style="padding-left: 40px;">2.19.1 An affidavit that the salaries and allowances of its personnel in the DTI for that period being collected had been paid in accordance with all existing labor laws.</p> <p style="padding-left: 40px;">2.19.2 A copy of the Official Receipt and certified true copy representing the monthly/ quarterly premium payments and loan remittance of SSS, Pag-ibig and Philhealth as proof of remittance.</p> <p style="padding-left: 40px;">2.19.3 A copy of payroll and pay slips</p> <p style="padding-left: 40px;">2.19.4 The monthly billing shall be submitted to the DTI every 15th working day of the following month.</p> <p>2.20 Delayed payment of salary/wages of janitorial personnel will be penalized.</p> <p>2.21 The DTI shall not in any way be held liable and/or be responsible for any personnel assigned in this project contracted for, except for such injury, death, or damage caused by willful act, negligence or fault of the DTI, its officers, or employees in which case, he/she/ they will be directly and personally be liable and/ or accountable therefore. Furthermore, the Outsourced Contractor shall be solely liable or responsible for the enforcement of and compliance with all existing laws and rules under Labor Code of the Philippines and all other labor and social laws.</p> <p>2.22 DTI may opt to request random drug testing for the year.</p> <p>2.23 The DTI reserves the right to demand for the absorption of existing janitorial personnel employed. In addition to this, DTI reserves the right to increase or decrease the number of janitorial personnel as it may deem necessary.</p> <p>2.24 All administrative cost bid for the entire duration of this contract shall be a fixed amount and shall not be adjusted during contract implementation, except for the following:</p>	
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- 2.24.1 Increase in minimum daily wage pursuant to law or new wage order issued after date of bidding;
- 2.24.2 Increase in taxes.
- 2.24.3 If during the term of the contract DTI sees the need to add or reduce the number of janitorial personnel, the resulting cost of said addition or reduction, provided that the ABC for the relevant year not exceeded.

ANNEX "A"
JANITORIAL SUPPLIES

	Unit	Head Office	DCP	PTTC	BOI	TOTAL	Frequency / Schedule
Rubber hose (30m x ¾")	Roll			2		2	Annual
Water Hose 100 meters (1/2 diameter)	Per Meter	7			1	8	
Pressure Washer (2-3 HP) Heavy duty, electric driven	Pc	2				2	
Polisher, 16 inches,	pc	28	2	4	3	37	
Polisher, high speed, 24"	pc			1		1	
Polisher pad holder	pc	45			3	48	
Putty knife, 3 inches in width	pc	2		5		7	
Jungle bolo, heavy duty		2		2		4	
Spatula				6		6	
Heavy duty garden scissors	pc	8	1			9	
Heavy duty pruning scissors	pc	4				4	
Heavy duty grass cutter	pc	2				2	
Wet floor signage	pc	10			1	11	
Mop Bucket and Squeezer, plastic	pc	10	1	1	1	13	

Stainless Trash Can, circular	pc	106				106	
Heavy Duty Vacuum Cleaner	pc	4			1	5	
Plunger, heavy duty (color: red/blue)	pc			2		2	
Carpet shampoo	gal			1		1	
	Unit						Frequency / Schedule
Push Brush	pc	16			3	19	Semi Annual
Knitted gloves, with rubber grip	Pair		2			2	
Buffing Pad, 16 inches	pc	50			3	53	
Scrubbing Pad, 16 inches	pc	50	2	2	3	57	
Stripping Pad, 16 inches	pc	50	2	2	3	57	
Liquid Hand soap in gallons	gal	70	6	14		90	
Mop Handle	pc	50	18	6	4	78	
Plunger	pc	20				20	
Hand Brush	pc	74			3	77	
Plastic Pail, 10 Liters	pc	25			2	27	
Toilet Brush	pc	71			2	73	
Rubber glove, heavy duty				4		4	
	Unit						Frequency / Schedule
Carpet Shampoo	gal	3			3	6	Quarterly
Industrial Declogger Liquid	Gal	5				5	
Wax Stripper	Gal	35		3	2	40	
Air Spray Gun	pc	7	1			8	
Hand spray, 500 mL (hand spray gun)	pc			9		9	
Dust pan. Plastic 10" x 12"	pc	12	2	3	2	19	

Broom, Stick with handle	pc	30	2	8	2	42	
Heavy Duty Glass Wiper, 12 inches	pc	8	4		1	13	
Glass Cleaner	gal	7	3		1	11	
Polishing Pad	Pc	20	9 (3 each of back, white)	1	5	35	
Polishing Brush	Pc	8			1	9	
Wood Polishing/Furniture Polish, Shine Up	gal	3	1	1	1	9	
Floor Wax (Brand Red Wax)	gal			1		1	
Wax stripper	gal			3		3	
Toilet bowl brush	pc			3		3	
Fabric Conditioner	gal	3				3	
	Unit						Frequency / Schedule
Air freshener, Liquid	gal	2	1	1	2	6	Monthly
Air freshener, Spray	can	22			6	28	
Floor Wax (complete)	gal	30		1	10	41	
Flannel Cloth	meter	70			5	75	
Mop Head, 400g	Pc	30	3	12	6	51	
Insect Killer Spray 500ml	Can	38	2			40	
Stoppa Rags, White round (cotton)	Kilogram	12	2	5		19	
Soft Broom	Pc	20	2	10	3	35	
Broom	Pc	2	0	0	0	2	
Trash Bag XXL black	Pc	2050	100	100		2,250	
Trash Bag XXL green	Pc	1000				1,000	
Trash Bag – black 18 inches X 18 inches	Pc	1550		100		1,650	
Trash Bag Medium Size	Pc	1050				1050	

Face Mask				10		10	
Multi-Purpose (Bleam Bleach)	Gal	31		2	12	45	
Deodorant Cake, 50grams	Pc	30	7		11	48	
Disinfectant, aerosol	Gal	25	1	3	4	33	
Detergent Soap, powder (branded)	Kilogram	122	10	15	15	162	
Steel Wool, 16 inches	Tube	10		15	12	37	
Floor Wax (Brand Traffic Grade)	Gal			2	10	12	
Rubber Glove Heavy Duty	Pair	20	2		2	24	
Toilet Bowl Cleaner	Gal	11	1	6	12	30	
Broom Stick	Pc	20		1	3	24	
Hand brush	Pc			2		2	
Push brush	Pc			2		2	
Hand pad with foam	pc			10		10	
Emulsion wax (for vinyl floor, less shine)	gal			2		2	
Fabric conditioner	gal			3		3	
Scotch brite with foam	pc			10		10	
Complete wax	gal			1		1	

Conforme:

Name & Signature of the Authorized Representative

Name of Company

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

Technical Documents

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

Financial Documents

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

Class "B" Documents

- (m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
or
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

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

25 FINANCIAL COMPONENT ENVELOPE

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

Statement of Ongoing Contract/s

This is to certify that _____ (Name of Company) _____ has the following ongoing contract/s:

Name of Contract	Date of Contract	Contract Duration	Owner's Name and Address	Kind of Goods	Amount of contract and value of outstanding contracts	Date of Delivery	End user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements (if applicable)

 Name of Company/Bidder

 Signature over printed Name of Authorized Representative

 Date

Statement of Single Largest Contract

This is to certify that _____ (Name of Company) _____ has the following completed contract/s for the period CY _____.

Name of Contract	Date of Contract	Contract Duration	Owner's Name and Address	Kind of Goods	Amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the SLCC requirement	Date of Delivery	End user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements

 Name of Company/Bidder

 Signature over printed Name of
 Authorized Representative

 Date

Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

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

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

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

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

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

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

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

BID FORM

Date : _____
Project Identification No. : _____

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

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

If our Bid is accepted, we undertake:

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

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

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

Name and address of agent	Amount	Purpose of Commission or gratuity
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(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 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]

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: _____

Contract Agreement Form for the Procurement of Goods (Revised)

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]

