



## BIDDING DOCUMENTS

# **SERVICE CONTRACT AGREEMENT FOR THE JANITORIAL AND UTILITY MANPOWER SERVICES FOR SEC HEAD OFFICE AND EXTENSION OFFICES**

*Project ID: SEC PB No. 2022-01*

Sixth Edition  
July 2020

# Preface

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

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

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

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

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

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

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# ***Glossary of Acronyms, Terms, and Abbreviations***

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

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

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

**EXW** – Ex works.

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

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

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

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

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

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

### **Notes on the Invitation to Bid**

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



# *Section I. Invitation to Bid*



## **SERVICE CONTRACT AGREEMENT FOR THE JANITORIAL AND UTILITY MANPOWER SERVICES FOR SEC HEAD OFFICE AND EXTENSION OFFICES**

1. The Securities and Exchange Commission (SEC), through the authorized appropriations under the **FY 2022 Budget of SEC**, intends to apply the sum of **Twenty-Four Million Nine Hundred Thousand Pesos (Php 24,900,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the Project, **Service Contract Agreement for the Janitorial and Utility Manpower Services for SEC Head Office and Extension Offices, (Project ID: SEC PB No. 2022-01)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. SEC now invites bids for the above procurement project. Delivery of the Goods is required in FY-2022 as specified in Section VI (Schedule of Requirement) of the Bidding Document. Bidders should have completed, within **five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II, Instructions to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA 9184).

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or corporations 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 5183.

4. Prospective bidders may obtain further information from the SEC-BAC Secretariat and inspect the Bidding Documents at the address given below during office hours from 9:00 a.m. to 4:00 p.m.
5. A complete set of Bidding Document may be acquired by Interested Bidders starting on **December 10, 2021** from the given address and websites below and upon payment of applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Twenty Thousand Pesos (Php 20,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees which will be presented in person, by facsimile, or through electronic means.
6. The SEC will hold a Pre-Bid Conference on **December 17, 2021, 9:00 am** at the Executive Lounge, 3<sup>rd</sup> Floor, Secretariat Building, PICC Complex, Pasay City and/or through video conferencing or webcasting via zoom, which shall be open to prospective bidders

The prospective bidder is advised to send email at [bacsecretariat@sec.gov.ph](mailto:bacsecretariat@sec.gov.ph) for the link to join the meeting which will be provided before the scheduled Pre-Bid Conference.

7. Bids must be duly received by the BAC Secretariat through manual submission at the Procurement Division, 3<sup>rd</sup> Floor, Secretariat Building, PICC Complex, Pasay City, on or before, **January 7, 2021, 9:00 am**. Late bids shall not be accepted.
8. All Bids must be accompanied by a Bid Security in any acceptable forms and in the amount stated in ITB Clause 14.
9. Bid Opening shall be on **January 7, 2021, 9:00 am at the Executive Lounge, 3<sup>rd</sup> Floor, Secretariat Building, PICC Complex, Pasay City and/or via zoom**. Bids will be opened in the presence of the bidder's representative who choose to attend the activity (To minimize face to face transaction with the public only one (1) representative for each bidder will be allowed during the opening of bids).
10. The SEC 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 Section 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

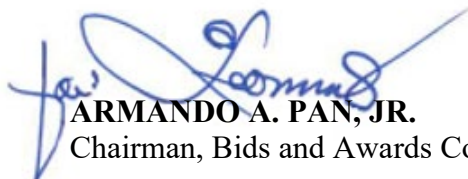
SEC BAC Secretariat  
Human Resource and Administrative Department  
3<sup>rd</sup> Floor, Secretariat Building  
PICC Complex, Pasay City  
Telefax. no.: (632) 8818.5330  
Electronic mail: [bacsecretariat@sec.gov.ph](mailto:bacsecretariat@sec.gov.ph)

12. You may visit the following websites to download the bidding document:

<https://www.sec.gov.ph>.

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

December 9, 2021

  
**ARMANDO A. PAN, JR.**  
Chairman, Bids and Awards Committee

## ***Section II. Instructions to Bidder***

### **Notes on the Instructions to Bidders**

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

## 1. Scope of Bid

- 1.1. The Securities and Exchange Commission (SEC) wishes to receive Bids for the **Service Contract Agreement for the Janitorial and Utility Manpower Services for SEC Head Office and Extension Offices.**
- 1.2. The Procurement Project (referred to herein as “Project”) is composed of one (1) lot, identification, and number of lot, the details of which are described in Section VII (Technical Specifications).

## 2. Funding Information

- 2.1. The GOP through the source of funding as indicated in FY 2022 Budget of SEC in the amount of **Twenty-Four Million Nine Hundred Thousand Pesos (Php 24,900,000.00)**
- 2.2. The source of funding is through the authorized appropriations under the **FY 2022 Budget of SEC.**

## 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. [Select one, delete other/s]

- a. 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.
- b. Foreign ownership limited to those allowed under the rules may participate in this Project.

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

*[Select one, delete the other/s]*

- a. 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.
- b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: *[Select either failure or monopoly of bidding based on market research conducted]*
  - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies* of the ABC for this Project; and
  - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

- 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:

*[Select one, delete other/s]*

- a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Goods.
- b. Subcontracting is not allowed.
- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

## 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 3<sup>rd</sup> Floor Executive Lounge, Secretariat

Building, PICC Complex, Pasay City 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 five (5) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## **11. Documents Comprising the Bid: Financial Components**

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

## **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:

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

### 13. Bid and Payment Currencies

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

### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *[indicate date]*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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<sup>1</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.



## **15. Selling 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 and 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 Bidder 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:

Option 1 – One Project having several items that shall be awarded as one contract.

Option 2 – One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

Option 3 - One Project having several items, which shall be awarded as separate contracts per item.

*[Delete Options 2 and 3 if Framework Agreement will be used.]*

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

## 20. Post-Qualification

20.1. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.

20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, *{[Include if Framework Agreement will be used:]* or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant,*}* 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**. *{[Include if Framework*

*Agreement will be used:}] For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.}*

## **21. Signing of the Contract**

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.
- 21.2. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.
- 21.3. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.4. The following documents shall form part of the Framework Agreement:
  - a. Framework Agreement Form;
  - b. Bidding Documents;
  - c. Call-offs;
  - d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
  - e. Performance Security or Performance Securing Declaration, as the case may be;
  - f. Notice to Execute Framework Agreement; and
  - g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

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

### **Notes on the Bid Data Sheet**

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. Referred to <b>Service Contract Agreement for the Janitorial and Utility Manpower Services</b></li> <li>b. Completed within <i>five (5) years</i> prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	Subcontracting is not allowed
12	The price of the Goods shall be quoted DDP Manila or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration (Pursuant to GPPB Resolution No. 03-20120, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than <b>Php 498,000.00 (2%) of ABC</b> if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b>Php 1,245,000.00 (5%) of ABC</b> if bid security is in Surety Bond which is callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission.</li> </ul>
15	<p>Each Bidder shall submit one <b>(1) originally signed certified true copy of the original document and two (2) duplicate copies</b> of the first and second components of its bid. <b><i>Bidder must arrange each bid documents into sections with tabs properly labeled separating each document according to the provided checklist.</i></b></p>
19.3	No further instruction
20.2	<p>The Lowest Calculated Bid shall submit <b>ALL</b> of the following post-qualification requirements:</p> <ol style="list-style-type: none"> <li>1. Photocopy/ies of Contract/s or Purchase Order/s of one of the following: <ul style="list-style-type: none"> <li>i. A single contract that is similar to the project and whose value must be at least fifty percent (50%) of the ABC to be bid; OR</li> <li>ii. (a) at least two (2) similar contracts and the aggregate contract amounts should be equivalent to at least fifty percent (50%) of the ABC to be bid; (b) The largest of these contracts must be equivalent to at least half of the percentage of the ABC as required above.</li> </ul> </li> <li>2. The corresponding proof of completion, which could either be: <ul style="list-style-type: none"> <li>i. Certificate of Final Acceptance/Completion from the bidder's client/s or</li> <li>ii. Official Receipt/s or Sales Invoice/s of the bidder covering the full amount of the contracts</li> </ul> </li> </ol>

3. Latest Income and Business Tax Returns, filed and paid through the Electronic Filing and Payments System (EFPS), consisting of the following:

- i. Latest Income Tax Return with proof of payment; and
- ii. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment within the last six (6) months preceding the date of bid submission

\* Failure to submit copies of the Contracts or Purchased Order with proof of completion is a valid ground for disqualification of the bidder

\*\* In case the PhilGEPS Platinum Certificate of Registration is not available during bid submission, it shall be submitted as a post-qualification requirement, in accordance with Section 34.2 of the 2016 Revised IRR of R.A. No. 9184.

\*\*\* In case the valid Mayor's Permit is not available during bid submission, it shall be submitted after award of contract but before payment in accordance with item 6.2 of GPPB Resolution No. 09-2020.

\*\*\*\* In case the notice for the submission of post-qualification documents is sent via the bidder's email, it shall be considered as received by the bidder on the date and time the email was sent, whether or not the bidder acknowledged the said email. It shall be the bidder's responsibility to check its/his/her email for the purpose

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

### **Notes on the General Conditions of Contract**

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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.*{[Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.}*

## 4.Inspection and Tests

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



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

## **5.Warranty**

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

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

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

If the Supplier is a joint venture, all partners to the joint venture shall jointly and severally liable to the procuring entity.

## ***Section V. Special Conditions of Contract***

### **Notes on the Special Conditions of Contract**

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

# Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to the Contract are DDP delivered in Manila. In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are delivered in Manila. 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 Keith Richard D. Mariano</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none"> <li>a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract;</li> </ul> <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><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage.</p>

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.

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.

The outer packaging must be clearly marked on at least four (4) sides as follows:

- 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

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.

**Transportation –**

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.

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.

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.

The Procuring Entity accepts no liability for the damage of Goods during

	<p>transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>In order to proceed with the payment process, the bidder must submit the following documents in case they were not submitted during the deadline for the submission of bidding documents/post-qualification stage/contract signing stage, as applicable:</p> <ul style="list-style-type: none"> <li>a. Renewed Mayor's/Business Permit in lieu of the submitted expired permit;</li> <li>b. Notarized Omnibus Sworn Statement in lieu of the submitted unnotarized Omnibus Sworn Statement; and</li> <li>c. Notarized Performance Securing Declaration (PSD) or any form of Performance Security, as stated in Clause 33.2 of Section II. Instructions to Bidders of the Bidding Documents, in lieu of the unnotarized PSD</li> </ul>
4	<p>The inspection and approval as to the acceptability of the Goods vis-à-vis its compliance with the technical specifications will be done with prior notice, written or verbal, to the authorized representative of the Supplier. The inspection will push through as scheduled even in the absence of the Supplier's representative, if the latter was duly notified. In which case, the result of the inspection conducted by the Procuring Entity shall be final and binding upon the Supplier.</p>

## *Section VI. Schedule of Requirements*

Item Number	Description
1	<b>Service Contract for the Janitorial and Utility Manpower Services for SEC Head Office and Extension Offices</b>

Item Number	Description	Qty.	Delivered, Weeks/Month	
	<b>Manpower Requirement</b>			
<b>I</b>	<b>I.1 SEC-Head Office</b>	Janitor	19	Immediately upon contract implementation
		Hauler	24	
		Electrician	2	
		Telephone Technician	1	
		Carpenter/Plumber	2	
		Driver	2	
		Supervisor	1	
	<b>I.2 SEC-Legazpi Ext. Office</b>	Janitors	2	
	<b>I.3 SEC-Baguio Ext. Office</b>	Janitors	2	
	<b>I.4 SEC-Cagayan De Oro Ext Office</b>	Janitors	2	
	<b>I.5 SEC-Tarlac Ext. Office</b>	Janitors	1	
	<b>I.6 SEC-Zamboanga Ext. Office</b>	Janitors	2	
		Janitors	4	
		Haulers	2	
		Electrician	1	
	<b>I.7 SEC-Cebu Ext. Office</b>	Carpenter/Plumber	1	
		<b>I.8 SEC-Davao Ext. Office</b>	Janitors	
<b>I.9 SEC-Iloilo Extension Office</b>		Janitors	3	
	Electrician	1		
	Carpenter/Plumber	1		
<b>I.10 SEC- Bacolod Extension Office</b>	Janitors	2		
	<b>Total</b>	<b>78</b>		
<b>II</b>	<b>1. Equipment and Tools Requirements</b>	(see Annex A)		Immediately upon contract implementation
<b>III</b>	<b>2. Supplies and Cleaning Materials</b>	(see Annex B)		As per delivery schedule indicated in the Annex B

**I certify to comply and deliver the above requirements within 30 days upon receipt of the Notice to Proceed.**

Company Name: \_\_\_\_\_  
 Company Address: \_\_\_\_\_

**AUTHORIZED REPRESENTATIVE:**

Signature : \_\_\_\_\_  
 Printed Name : \_\_\_\_\_  
 Position : \_\_\_\_\_  
 Date : \_\_\_\_\_

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

## **Notes for Preparing the Technical Specifications**

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

### **Sample Clause: Equivalency of Standards and Codes**

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

# *Section VII. Technical Specifications*

Bidders must state here either “Comply” or any equivalent term in the column “Bidder’s Statement of Compliance”

Item	SPECIFICATION
<b>I.</b>	<b>PERFORMANCE CRITERIA</b>
1.	<p>The Service Provider shall maintain a satisfactory level of performance throughout the contract period based on the following set of performance criteria:</p> <ul style="list-style-type: none"> <li>a. Quality of service delivered</li> <li>b. Time management</li> <li>c. Management and suitability of personnel</li> <li>d. Contract administration and management</li> <li>e. Provision of regular progress report</li> <li>f. Attentiveness and presence of mind</li> <li>g. Compliance with SEC instructions and policies</li> </ul> <p><i>The foregoing criteria shall be used to assess the quarterly level of performance of the Service Provider and its janitorial personnel as basis for continuity of the contract.</i></p>
<b>II.</b>	<b>TECHNICAL EVALUATION PARAMETERS</b>
1.	<p><b>Stability</b></p> <ul style="list-style-type: none"> <li>a. Years of experience - At least 5 years in the janitorial business.</li> <li>b. Liquidity of Contactor - With at least Net Working Capital of Five Million Pesos (P5,000,000.00) (Current assets minus current liabilities based on the Service Provider’s statement of financial position as of December 31, 2020)</li> <li>c. Organizational Set-up – with good and efficient office set-up, personnel, office tools and equipment. The agency must submit a company profile, confirming the foregoing requirements including an organizational chart.</li> </ul>
2.	<p><b>Resources</b></p> <ul style="list-style-type: none"> <li>a. Equipment and Supplies – minimum quantity, kinds of supplies and equipment. <ul style="list-style-type: none"> <li>• Equipment and Tools Requirement (see attached Annex A)</li> <li>• Supplies and Cleaning Materials (see attached Annex B)</li> </ul> </li> <li>b. Manpower Requirements – location of deployment, designation and quantity specified in the Terms of Reference. <ul style="list-style-type: none"> <li>• The Service Provider shall provide a total of <b>seventy-eight (78) personnel</b> to render <b>eight (8) hours duty daily for six (6) days (Monday – Saturday)</b>.</li> </ul> </li> </ul>
4.	<p><b>Housekeeping Plan</b></p> <p>The plan must be tailored fit for the service requirements of the SEC. The Service Provider shall state/ enumerate the specific methodology to be employed for the execution of the Housekeeping Plan. The Housekeeping Plan should accordingly be made part of the Service Provider’s submission.</p>
5.	<p><b>Other Factors</b></p> <ul style="list-style-type: none"> <li>a. Proof of premium remittances for the whole year 2020 for the following government agencies: SSS, PHIC and HDMF in the form of certification issued by the said agencies.</li> <li>b. Copy of DOLE Certificate of Registration and Certificate of Compliance with General Labor Standards.</li> <li>c. Proof of payment of personnel benefits (such as 13th month pay, 5-day incentive) for the year 2020.</li> <li>d. Certificate of Satisfactory Performance from client agencies/offices.</li> </ul>



## I. LOCATION AND DESIGNATION OF PERSONNEL

The Service Provider shall provide a total of **seventy-eight (78) personnel** to render **eight (8) hours duty daily for six (6) days (Monday – Saturday)** as designated to the following locations:

Location	Designations	Qty
b.1 SEC Head Office	Janitors	19
	Haulers	24
	Electrician	2
	Telephone Technician	1
	Carpenter/Plumber	2
	Driver	2
	Project Supervisor	1
b.2 SEC-Legazpi Extension Office	Janitors	2
b.3 SEC-Baguio Extension Office	Janitors	2
b.4 SEC-Cagayan De Oro Extension Office	Janitors	2
b.5 SEC-Tarlac Extension Office	Janitors	1
b.6 SEC-Zamboanga Extension Office	Janitors	2
b.7 SEC-Cebu Extension Office	Janitors	4
	Haulers	2
	Electrician	1
	Carpenter/Plumber	1
b.8 SEC-Davao Extension Office	Janitors	3
b.9 SEC-Iloilo Extension Office	Janitors	3
	Electrician	1
	Carpenter/Plumber	1
b.10 SEC-Bacolod Extension Office	Janitors	2
<b>Total</b>		<b>78</b>

## II. SCOPE OF SERVICE

Under the direction and supervision of HRAD Director or his/her duly authorized representative, the Service Provider agrees to perform the following services:

### Project Supervisor

- roving, monitor and supervise all personnel in the Head Office and Extension Offices.
- monitor the performance of all personnel attendance and handle the consolidation of daily timecards in preparation for billings to SEC.

### Janitors, Haulers, Maintenance and Utility Personnel

- Maintain the cleanliness and orderliness of the office premises and vehicles in accordance with Minimum Routine Operation and the Housekeeping Plan to be submitted by the Service Provider during contract implementation, taking into account the following:
  - protection of SEC properties from damage or destruction;
  - preservation of confidentiality of SEC records; and
  - proper collection and disposal of garbage

<b>Minimum Routine Operation</b>
<b>A. Daily</b>
<b>Janitorial</b>
Including but not limited to the following areas: (i) common office areas; (ii) conference rooms; (iii) hallways/corridors; (iv) stairways; (v) pantries; (vi) restrooms; and (vii) storage rooms and other areas within the SEC premises.
1. Report to each respective assigned area; sweep the floor and pick-up with the dustpan litters scattered around the SEC premises.
2. Scoop-off any sticky substance or dirt on the floor with putty knife and clean with damp cloth or rag.
3. Mop the floor with damp mop head. Finish cleaning with clean and dry mop head.
4. Wipe with damp cloth or rag all tables, chairs, computers, steel and wooden cabinets, electric fans, telephone instruments, refrigerators, air conditioning grilles and casing, and other office equipment. Finish cleaning with a clean and dry cloth or rag.
5. Empty waste baskets/receptacles. Clean same with liquid detergent and rinse off with water and let dry. Return waste baskets/receptacles to their respective places.
6. Wipe with damp cloth all window sills, window panes/glass, mirrors, roman shades,

aluminum/stainless steel frame doors and stair railings.
7. Remove stain marks or dirt on walls, doors, and building posts with chemical removers or with cloth, soak in liquid detergent or cleanser. Finish cleaning with damp cloth or rag.
8. Wash with water the whole area of the comfort room, then sweep and drain. Drain or remove water inside toilet bowl before pouring cleanser. Let it stay for a while, in the meantime, sprinkle cleanser on walls and floor tiles, water closet tank, lavatory and sink, and toilet bowl. Scrub inside of toilet bowl with brush or sponge with handle, then flush. Scrub with brush or sponge the whole area of the comfort room. Rinse off with water and dry and clean mop/cloth. Clean mirrors with damp newspaper or cloth and finish cleaning with dry cloth. Spray comfort room with air freshener.
9. Sweep and clean driveways and parking lots.
10. Cut/uproot unsightly grass growth.
11. Water potted/indoor ornamental plants inside the SEC offices.
12. Trim and remove dried leaves both inside and outside SEC.
13. Attend to the needs of any meetings as may be required by each office/departments.
14. Clean and disinfect high-touch surfaces (counters, tables, doorknobs, switches, handles, stair rails, elevator buttons, desks, keyboard, faucets, sinks, barriers, etc.).
15. Report and any maintenance repairs immediately at the General Services Division.
<b>Haulers</b>
1. Retrieval and hauling of documents from SEC PICC main office to SEC Building, Ortigas, Mandaluyong City and BAESA Warehouse vice versa
2. Scan, check, archive, segregate, and bundle, bulk of received documents from SEC to be transferred to PICC Warehouse .
3. Preparation of return copies for mailing (sealed, encoded, and barcoding)
<b>Maintenance</b>
1. Rove, check, repair and replace damaged and/or non-functional items at SEC premises and other ad hoc locations to ensure the following are fully functioning: <ul style="list-style-type: none"> <li>• Carpentry and Plumbing (door, furniture, piping, etc.)</li> <li>• Electrical (light, outlet, etc.)</li> <li>• Telephone and Data (voice, LAN, etc.)</li> <li>• Other equipment, appliance and machineries</li> </ul>
2. Assist in the canvass and purchase of various items for projects and other deliverables of SEC.
<b>Drivers</b>
1. Provide transport service to SEC personnel and delivery of documents
2. Clean and disinfect SEC Vehicles.
3. Inspect and maintain SEC Vehicles in good and running condition.
<b>B. Weekly</b> - general cleaning of all areas every Saturday.
<b>Janitorial</b>
1. Scrub and strip off sticking dirt, guns, and other similar substances, particularly those inner areas and corners. Wash clean with soap and water, then dry.
2. High clean/sweep cobwebs off the ceiling and wipe light fixtures/diffuser and upper walls.
3. Remove dirt and wash clean with soap and water all window grilles and panes, stairways, balcony and walls.
4. Thoroughly clean all comfort rooms particularly the toilet bowls, lavatories and men's urinals. Apply disinfectant and deodorize all areas.
5. Thoroughly clean office furniture and fixtures and other office equipment, taking extra care in moving the same to avoid damage.
6. Apply floor wax on floors and polish shine.
7. Spray insecticide or apply rodenticides inside the SEC Extension Offices to eradicate rats, flies, mosquitoes, termites, white ants and other pests.
8. Cultivate soil and fertilize indoor and outdoor plants.
9. Clean catch basins and all planter boxes.
10. Clean/wash garbage cans.
11. Clean all parts of the refrigerator.
12. Clean microwave oven/oven toasters.
13. Clean and disinfect high-touch surfaces, walls, and partitions.
<b>C. Monthly</b>
<b>Janitorial</b>

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1. Wipe/clean venetian blinds.
2. Clean inside windows.
3. Clean door jambs, balusters, and handrails.
4. Vacuum and clean all upholstered furniture.
<b>D. Miscellaneous services to be performed whenever required.</b> -as approved by the HRAD Director or his/her duly authorized representative.
<b>Janitorial/Haulers/Maintenance/Utility Personnel (Drivers)</b>
1. Provide logistical assistance during meetings and conferences.
2. Haul/move office furniture, fixtures, and equipment.
3. Messengerial services within the building and other errand works from time to time.
4. Make available at all times relievers and/or replacements to ensure continuous and uninterrupted services in case of absence of the personnel regularly assigned to each department, office or area.
5. Packing, moving and transferring of voluminous files and records of the SEC from the PICC to its off-site warehouse located at Baesa, Quezon City, or SEC Building located at Mandaluyong City, and vice versa or within the building only
6. General cleaning as the need arises or upon request for SEC Satellite Offices
7. Other errands in SEC premises and other ad hoc locations.

### III. LIMITATION OF SCOPE

The scope of the services shall be limited to the discharge of function as described in the scope of work/services. Performance of tasks that may be assigned not essential, necessary or related to the janitorial functions, shall not be construed as an acceptance of accountability but a mere accommodation to the client. Any resulting loss or damage from such accommodation shall be the sole responsibility of the Client.

### IV. QUALIFICATION OF PERSONNEL

- A. Of good moral character and without criminal or police records and must present Biodata. Barangay, Police & NBI Clearance;
- B. Physically and mentally fit: as evidenced by a medical certificate (including drug test, neuropsychological test, Hepa B, and Covid-19 Vaccination Record or Negative Result of Covid-19 RTPCR test every 2 weeks)
- C. Duly trained and skilled to function as the assigned personnel; and
- D. At least One (1) personnel should have a background in landscaping

### V. CONTRACTUAL CONSIDERATION

For and in consideration of the above services. SEC shall during the term of the Contract, pay the Service Provider an amount equivalent to the salaries and benefits mandated by law, inclusive of administrative overhead and VAT, mandated by law on the basis of an eight (8) hours a day work, six (6) days a week (Monday to Saturday) in accordance with submitted and validated Cost Distribution Schedule. In the event that the minimum wage is increased or should an additional fringe benefits in favor of the personnel be promulgated either by law or decree or wage order subsequent to the execution of the Contract, the new rate shall be adjusted to conform with the law and shall be subjected to a negotiation agreeable to both parties.

### VI. EXTRA SERVICES

Services rendered in excess of the contract price such as, but not limited to, extra services, and services rendered due to the exigency of the service, fortuitous events, force majeure, and those made pursuant to the COVID-19 response and recovery intervention policy of SEC maybe charged against the contract, provided that the same shall not exceed 10% of the approved contract price.

### VII. REVIEW/AUDIT OF BILLS

The SEC shall be given 45 days to review/audit the Service Providers invoice, within which time SEC may contest the accuracy of the amount invoiced. In the absence of a written advice concerning discrepancies on the invoice after the review period, the invoice shall be deemed accurate and accepted. In ease of discrepancies in the invoice, the same shall be returned to the Service Provider for appropriate correction or revision in which case. SEC shall have 45 days from receipt of the corrected invoice within which to settle the same.

## **VIII. BILLING REQUIREMENTS**

The Service Provider shall support its billings with SEC approved daily time records (original/certified true copy by the Service Provider) and accomplishment reports (conformed by the SEC) as proof of services rendered to the client. Should SEC subsequently require for other documents, the same shall be communicated either orally or in writing and shall not preclude the collection of any outstanding invoices prior to the delivery of the Client's request.

## **IX. AMOUNTS EARMARKED AND HELD IN TRUST**

The SEC understands that by virtue of Philippine Laws. DO-18A and the Service Provider acting for the Client as principal, any bill or any portion of it pertaining to amounts due to government, salaries and/or any amounts earmarked for the benefit of labor, are held in trust and therefore, shall not be diminished nor delayed. SEC shall be free from liability on such expenses, penalties, surcharges or damages arising from diminution or delay in the payment of said amounts, provided that such diminution or delay is not attributable to SEC's fault or negligence.

## **X. SUPERVISION AND CONTROL**

The Service Provider shall exercise discipline, supervision, control and administration over its personnel in accordance with law, ordinances and pertinent governmental rules and regulations as well as the rules and policies laid down by SEC on the matter. The Service Provider is the direct employer of the personnel assigned to SEC. Parties acknowledge that employer-employee relationship exists between the SERVICE PROVIDER and the personnel.

## **XI. REPLACEMENT OF PERSONNEL**

The SEC may have a personnel changed or replaced at any time whose work it finds or believes to be below standard, or whose conduct is unsatisfactory, or is prejudicial to its interest, as determined by SEC, with prior presentation to the SEC of the personnel Bio-Data; Medical certificate, Drug Test, Neuro-Psychiatric Results, Hepa B, Covid-19 Vaccination Record or Covid-19 RTPCR test every 2 weeks; and Barangay, Police and NBI Clearances of the prospective personnel for SEC's concurrence and approval.

## **XII. CONFIDENTIALITY CLAUSE**

All personnel provided by the SERVICE PROVIDER shall at all times maintain confidentiality of all documents and any information that they may have knowledge by virtue of their services to SEC and not to disclose to any third party all confidential information received from or entrusted by SEC. All personnel shall be prohibited from using the confidential information or documents received or entrusted by SEC for purposes other than compliance with its obligations as designated.

## **XIII. GENERAL PROVISION**

- A. The Service Provider shall assume responsibility and liability for all damages and losses which may occur within the SEC premises and vehicles, directly caused or arising as a result of any misconduct, negligence, fault, dishonesty or dereliction of duty of the personnel concerned, as maybe found by a joint and impartial investigation. Provided, that SEC shall advice or report orally or in writing to the Service Provider the same. The maximum liability of the Service Provider in case of loss or damage under this paragraph shall be for the replacement or reparation of the loss or damaged property or the corresponding amount of the loss or damaged property. SEC shall have no authority to automatically deduct its claim under this paragraph from the agreed fees due to the Service Provider or to withhold payment of same without the approval of the Service Provider. It is expressly understood, however, that the Service Provider shall not be liable for damages or losses due to fortuitous events or force majeure.
- B. SEC shall prescribe the time and schedule of duties of the Service Provider. The Service Providers personnel and the latter are prohibited to stay overnight at the Clients building unless authorized. The respective areas of assignment of the personnel shall be determined by SEC, who may also prescribe additional duties to the personnel in the enforcement of regulations and instructions.
- C. The Service Provider shall maintain its good standing and remain a competent Janitorial Services Contractor, financially capable of acting as an independent contractor and shall obtain all necessary licenses, permits, and comply with all laws, ordinances and regulations required for all Janitorial Services agencies. If SEC has reason to believe that the Service Provider has failed to comply with a law or regulations regulating employment of labor. SEC may then notify the Service Provider

accordingly and if the latter shall refuse or fail to present satisfactory proof to the contrary within thirty (30) days from receipt of such notice of the Client, the Client shall have the right to immediately terminate the Contract, the previous provision notwithstanding, and without prejudice to any action which the Client may institute for damages he has suffered thereby.

- D. SEC shall not be responsible for any accident, mishap or injury of any kind or nature that may be sustained by any of the personnel of the Service Provider while performing their respective duties at SEC premises and vehicles during their tour of duty, including death resulting therefrom, it being understood that the personnel heir's claims in connection with his employment shall be borne by and the sole liability of the Service Provider.
- E. The Service Provider shall agree to subject its personnel assigned to SEC to security check by authorized security men when coming in and leaving the premises. Further, the Service Provider shall periodically check the personnel in the performance of their duties and responsibilities in coordination with SEC, to ensure they properly discharged their duties and responsibilities and are not committing any act(s) prejudicial against the interest of the Client.
- F. No modification shall be made to the Contract between the parties, except in writing, signed by the SEC and the Service Provider.
- G. The Service Provider shall not assign, transfer, pledge or make other dispositions of this Contract or any part thereof, except with the prior written consent of the SEC.
- H. In case of litigation arising from or in connection with the Contract, venue of action shall be in the Regional Trial Court of Pasay City and the amount equivalent to 25% of the amount claimed shall be due and demandable as Attorney's fee.

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct otherwise, if found to be false either during bid evaluation, post-qualification or the execution of the contract, the same shall give rise to the imposition of administrative sanctions and the forfeiture of bid security or the performance security posted consistent with section 69.1 and 69.2 of the revised Implementing Rules and Regulations of the Republic Act No. 9184.

Company : \_\_\_\_\_  
Name : \_\_\_\_\_  
Company : \_\_\_\_\_  
Address : \_\_\_\_\_

**AUTHORIZED REPRESENTATIVE:**

Signature : \_\_\_\_\_  
Printed : \_\_\_\_\_  
Name : \_\_\_\_\_  
Position : \_\_\_\_\_  
Date : \_\_\_\_\_

<b>EQUIPMENT AND TOOLS</b>			
<b>Delivery Schedule: Upon Contract Implementation</b>			
Item No.	Description of Item	Quantity	Unit
<b>A. SEC Head Office</b>			
1	Heavy Duty Floor Polisher	17	units
2	Heavy Duty Vacuum Cleaner	1	unit
3	Mop Wringer/Squeezer	19	units
4	Heavy Duty Glass Squeegee	19	sets
5	Heavy Duty Push Cart	4	units
6	Heavy Duty Jack Pallet (3 tons)	1	set
7	2 hp Compressor with gauge, paint gun and hose	1	set
8	Heavy Duty 2 wheel hand truck	2	units
9	Cut Off Saw Machine with 16 in dia blade	1	set
10	Carbide Tipped Hole Saw	1	set
11	Spatula	17	units
12	Multi-purpose lubricant	10	units
13	Garden Hose 100 meters w/ Nozzle and Fittings	1	set
14	Tool Box (1 Gallon)	1	pc
15	Socket Wrench	1	set
<b>B. SEC – Legazpi Extension Office</b>			
1	Heavy Duty Floor Polisher	1	unit
2	Heavy Duty Vacuum Cleaner	1	unit
3	Mop Wringer/ Squeezer	1	unit
4	Heavy Duty Glass Squeegee	1	sets
5	Heavy Duty Push Cart	1	units
6	Floor Warning Sign	1	units
7	Spatula	1	unit
<b>C. SEC – Baguio Extension Office</b>			
1	Heavy Duty Floor Polisher	1	unit
2	Heavy Duty Vacuum Cleaner	1	unit
3	Mop Wringer/ Squeezer	1	unit
4	Heavy Duty Glass Squeegee	1	sets
5	Heavy Duty Push Cart	1	units
6	Floor Warning Sign	1	units
7	Spatula	1	unit
<b>D. SEC – Cagayan De Oro Extension Office</b>			
1	Heavy Duty Floor Polisher	1	unit
2	Heavy Duty Vacuum Cleaner	1	unit
3	Mop Wringer/ Squeezer	1	unit
4	Heavy Duty Glass Squeegee	1	sets
5	Heavy Duty Push Cart	1	units
6	Floor Warning Sign	1	units
7	Spatula	1	unit
<b>E. SEC – Tarlac Extension Office</b>			
1	Heavy Duty Vacuum Cleaner	1	unit
2	Mop Wringer/ Squeezer	1	unit
3	Heavy Duty Glass Squeegee	1	sets
4	Spatula	1	unit
<b>F. SEC – Zamboanga Extension Office</b>			
1	Heavy Duty Floor Polisher	1	unit
2	Heavy Duty Vacuum Cleaner	1	unit
3	Mop Wringer/ Squeezer	1	unit
4	Heavy Duty Glass Squeegee	1	sets
5	Heavy Duty Push Cart	1	units
6	Floor Warning Sign	1	units
7	Spatula	1	unit
<b>G. SEC – Cebu Extension Office</b>			
1	Heavy Duty Floor Polisher	2	units
2	Heavy Duty Vacuum Cleaner	2	unit
3	Mop Wringer/Squeezer	2	units

4	Heavy Duty Glass Squeegee	4	sets
5	Heavy Duty Push Cart	1	units
6	Floor Warning Sign	2	units
7	Spatula	4	units
8	Multi-purpose lubricant	2	units
9	Garden Hose 100 meters w/ Nozzle and Fittings	1	set
10	Power Tools ( Electric Drill, Digital Multi-tester, Electric Jigsaw Cutter, Sanding Machine; for furniture )	1	Lot
11	Top Quality Hand tools (saw, hammer, screw drivers, pliers, longnose pliers, cutter)	1	Lot
12	Lineman Tools (Telephone Handset Walker, Line Tracer, Krone Adjustable Impact Punch, Crimping Tool)	1	Lot
<b>H. SEC – Davao Extension Office</b>			
1	Heavy Duty Floor Polisher	1	units
2	Heavy Duty Vacuum Cleaner	1	unit
3	Mop Wringer/Squeezer	2	units
4	Heavy Duty Glass Squeegee	3	sets
5	Heavy Duty Push Cart	1	units
6	Floor Warning Sign	2	units
7	Spatula	3	units
<b>I. SEC – Iloilo Extension Office</b>			
1	Heavy Duty Floor Polisher	2	units
2	Heavy Duty Vacuum Cleaner	1	unit
3	Mop Wringer/Squeezer	2	units
4	Heavy Duty Glass Squeegee	3	sets
5	Heavy Duty Push Cart	1	units
6	Floor Warning Sign	2	units
7	Spatula	3	units
8	Multi-purpose lubricant	2	units
9	Garden Hose 100 meters w/ Nozzle and Fittings	1	set
10	Power Tools ( Electric Drill, Digital Multi-tester, Electric Jigsaw Cutter, Sanding Machine; for furniture )	1	Lot
11	Top Quality Hand tools (saw, hammer, screw drivers, pliers, longnose pliers, cutter)	1	Lot
12	Lineman Tools (Telephone Handset Walker, Line Tracer, Krone Adjustable Impact Punch, Crimping Tool)	1	Lot
<b>J. SEC – Bacolod Extension Office</b>			
1	Heavy Duty Floor Polisher	1	units
2	Heavy Duty Vacuum Cleaner	1	unit
3	Mop Wringer/Squeezer	2	units
4	Heavy Duty Glass Squeegee	2	sets
5	Heavy Duty Push Cart	1	units
6	Floor Warning Sign	2	units
7	Spatula	2	units

**Note:**

Heavy Duty Floor Polisher and Heavy Duty Vacuum Cleaner is computed with a 3-year depreciation (Unit Cost = Proposed Price/3)

CLEANING MATERIALS AND SUPPLIES			
Item No.	Description of Item	Quantity	Unit
<b>A. SEC Head Office</b>			
<b>Delivery: Monthly (1<sup>st</sup> month – upon contract implementation; succeeding months – every 1<sup>st</sup> week of the month)</b>			
1	Scented Gel Air Freshener (Premium/top quality)	12	pcs
2	Carpet Shampoo (Premium/top quality)	1	gallon
3	Cleaning/Disinfectant	10	gallons
5	Pranela	40	yards
6	Furniture Polish (Premium/top quality)	6	bottles
7	Hand Brush	4	pcs
8	Liquid Hand Soap (Premium/top quality)	6	gallons
9	Metal Polish	2	cans
10	Mop Handle	10	pcs
11	Mop Head	15	pcs
12	Scrubbing Pad	5	pcs
13	Complete Wax (Premium/top quality)	10	gallons
14	Wax Stripper (Premium/top quality)	6	gallons
15	Powder Soap	40	kgs
16	Scouring Pad	30	pcs
17	Round Rug	7	kgs
18	Glass Cleaner	2	gallons
19	Soft Broom	17	pcs
20	Steel Wool	1	reams
21	Toilet Bowl Cleaner (Premium/top quality)	6	gallons
22	Trash Bag, XXL	500	pcs
23	Trash Bag, Medium	200	pcs
24	Polishing Pad 16" Black and Red	17	pcs
<b>Delivery: Quarterly (1<sup>st</sup> week of each quarter)</b>			
1	Stripping Pad 16" Black and Red	17	pcs
2	Dust Pan	17	pcs
3	Spray Gun (Heavy Duty)	50	pcs
4	Teranova Wax (premium/top quality)	1	gallon
5	Stick Broom	2	pcs
<b>Delivery: Annually (upon contract implementation)</b>			
1	Pail	20	pcs
2	Dipper	20	pcs
3	Waste Basket Small (per cubicle)	26	pcs
4	Waste Basket 26 L (per comfort room)	6	pcs
5	Heavy Duty 2 Wheel Trash Bin (per comfort room)	6	pcs
6	Toilet Brush	8	pcs
<b>B. SEC – Legazpi Extension Office</b>			
<b>Delivery: Semi-Annual (1<sup>st</sup> delivery – upon contract implementation; 2<sup>nd</sup> delivery – after 6 months)</b>			
1	Mop Handle	6	pcs
2	Mop Head	6	pcs
3	Polishing Pad	3	pcs
4	Scouring Pad	6	pcs
5	Steel Wool	2	reams
6	Trash Bag, XXL	200	pcs
7	Trash Bag, Medium	200	pcs
8	Dust pan	6	pcs
9	Toilet Brush	6	pcs
10	Toilet pump	2	pcs
11	Pail	2	pcs
12	Rugs	6	kgs
13	Soft Broom	6	pcs
14	Wiper	1	pc
15	Hand Brush	2	pcs



16	Wax (premium/top quality)	1	gal
17	Detergents	10	bars
18	Air Freshener (Premium/top quality)	3	gals
19	Cleaning /Disinfectant	10	gals
20	Deodorant Cake	50	pcs
21	Liquid Hand Soap (Premium/Top Quality)	3	gals
22	Push Brush	1	pc
23	Scrubbing Pad 16" black	1	pc
24	Pranela	10	yards
<b>C. SEC – Baguio Extension Office</b>			
<b>Delivery: Semi-Annual (1<sup>st</sup> delivery – upon contract implementation; 2<sup>nd</sup> delivery – after 6 months)</b>			
1	Mop Handle	6	pcs
2	Mop Head	6	pcs
3	Polishing Pad	3	pcs
4	Scouring Pad	6	pcs
5	Steel Wool	2	reams
6	Trash Bag, XXL	200	pcs
7	Trash Bag, Medium	200	pcs
8	Dust pan	6	pcs
9	Toilet Brush	6	pcs
10	Toilet pump	2	pcs
11	Pail	2	pcs
12	Rugs	6	kgs
13	Soft Broom	6	pcs
14	Wiper	1	pc
15	Hand Brush	2	pcs
16	Wax (premium/top quality)	1	gal
17	Detergents	10	bars
18	Air Freshener (Premium/top quality)	3	gals
19	Cleaning /Disinfectant	10	gals
20	Deodorant Cake	50	pcs
21	Liquid Hand Soap (Premium/top quality)	3	gals
22	Push Brush	1	pc
23	Scrubbing Pad 16" black	1	pc
24	Pranela	10	yards
<b>D. SEC – Cagayan De Oro Extension Office</b>			
<b>Delivery: Semi-Annual (1<sup>st</sup> delivery – upon contract implementation; 2<sup>nd</sup> delivery – after 6 months)</b>			
1	Mop Handle	6	pcs
2	Mop Head	6	pcs
3	Polishing Pad	3	pcs
4	Scouring Pad	6	pcs
5	Steel Wool	2	reams
6	Trash Bag, XXL	200	pcs
7	Trash Bag, Medium	200	pcs
8	Dust pan	6	pcs
9	Toilet Brush	6	pcs
10	Toilet pump	2	pcs
11	Pail	2	pcs
12	Rugs	6	kgs
13	Soft Broom	6	pcs
14	Wiper	1	pc
15	Hand Brush	2	pcs
16	Wax (premium/top quality)	1	gals
17	Detergents	10	bars
18	Air Freshener (Premium/top quality)	3	gals
19	Cleaning /Disinfectant	10	gals
20	Deodorant Cake	50	pcs
21	Liquid Hand Soap (Premium/top quality)	3	gals
22	Push Brush	1	pc
23	Scrubbing Pad 16" black	1	pc

24	Pranela	10	yards
<b>E. SEC – Tarlac Extension Office</b>			
<b>Delivery: Semi-Annual (1st delivery – upon contract implementation; 2nd delivery – after 6 months)</b>			
1	Mop Handle	2	pcs
2	Mop Head	2	pcs
3	Scouring Pad	6	pcs
4	Steel Wool	2	reams
5	Trash Bag,XXL	50	pcs
6	Trash Bag, Medium	50	pcs
7	Dust Pan	1	pc
8	Toilet Brush	1	pc
9	Pail	1	pc
10	Rugs	2	kgs
11	Soft Broom	2	pcs
12	Wiper	1	pc
13	Hand Brush	2	pcs
14	Detergents	4	bars
15	Air Freshener (Premium/top quality)	1	gal
16	Cleaning/Disinfectant	5	gal
17	Deodorant Cake	20	pcs
18	Liquid Hand Soap	3	gals
19	Pranela	5	yards
<b>F. SEC – Zamboanga Extension Office</b>			
<b>Delivery: Semi-Annual (1st delivery – upon contract implementation; 2nd delivery – after 6 months)</b>			
1	Mop Handle	6	pcs
2	Mop Head	6	pcs
3	Polishing Pad	3	pcs
4	Scouring Pad	6	pcs
5	Steel Wool	2	reams
6	Trash Bag, XXL	200	pcs
7	Trash Bag, Medium	200	pcs
8	Dust pan	6	pcs
9	Toilet Brush	6	pcs
10	Toilet pump	2	pcs
11	Pail	2	pcs
12	Rugs	6	kgs
13	Soft Broom	6	pcs
14	Wiper	1	pc
15	Hand Brush	2	pcs
16	Wax (premium/top quality)	1	gals
17	Detergents	10	bars
18	Air Freshener (Premium/top quality)	3	gals
19	Cleaning /Disinfectant	10	gals
20	Deodorant Cake	50	pcs
21	Liquid Hand Soap (Premium/top quality)	3	gals
22	Push Brush	1	pc
23	Scrubbing Pad 16" black	1	pc
24	Pranela	10	yards
<b>G. SEC – Cebu Extension Office</b>			
<b>Delivery: Semi-Annual (1st delivery – upon contract implementation; 2nd delivery – after 6 months)</b>			
1	Mop Handle	8	pcs
2	Mop Head	8	pcs
3	Polishing Pad	6	pcs
4	Scouring Pad	25	pcs
5	Steel Wool	10	reams
6	Trash Bag , XXL	500	pcs
7	Trash Bag , Medium	500	pcs

8	Dust Pan	6	pcs
9	Window Glass Cleaner	1	gal
10	Scrubbing Pad, 16" black	2	pcs
11	Toilet Brush	3	pcs
12	Toilet Pump	4	pcs
13	Pail	6	pcs
14	Rugs	25	kgs
15	Soft broom	12	pcs
16	Stick broom	2	pcs
17	Pranella	25	yards
18	Hand Brush	6	pcs
19	Push Brush	3	pcs
20	Spray Gun	3	pcs
21	Cleanser, Powder	5	kgs
22	Soap, Powder	5	kgs
23	Detergents	10	bars
24	Furniture Polish	2	cans
25	Metal Polish	2	cans
26	Equipment polish	2	cans
27	Air Freshener (Premium/top quality)	3	gals
28	Toilet and Bowl Cleaner (premium/top quality)	12	gals
29	Cleaning / Disinfectant	20	gals
30	Wax, Teranova (Premium/Top Quality)	1	gals
31	Spectacular wax (Premium/Top Quality)	12	gals
32	Complete wax (Premium/Top Quality)	3	gals
33	Deodorant Cake	50	pcs
34	Liquid Hand Soap (Premium/Top Quality)	6	gals
35	Waste Basket 26L	2	pcs

**H. SEC – Davao Extension Office**

**Delivery: Semi-Annual (1st delivery – upon contract implementation; 2nd delivery – after 6 months)**

1	Mop Handle	9	pcs
2	Mop Head	9	pcs
3	Polishing Pad	6	pcs
4	Scouring Pad	9	pcs
5	Steel Wool	9	reams
6	Trash Bag, XXL	250	pcs
7	Trash Bag, Medium	250	pcs
8	Dust Pan	6	pcs
9	Window Glass Cleaner	1	pcs
10	Scrubbing Pad, 16" black	3	pcs
11	Toilet Brush	3	pcs
12	Toilet Pump	3	pcs
13	Pail	3	pcs
14	Rugs	25	kgs
15	Soft Broom	12	pcs
16	Wiper	1	pc
17	Pranella	25	pcs
18	Hand Brush	2	pcs
19	Push Brush	3	pcs
20	Spray Gun	2	pcs
21	Cleanser, powder	5	kgs
22	Soap, Powder	5	kgs
23	Detergents	5	bars
24	Furniture Polish	1	can
25	Metal Polish	1	can
26	Air Freshener (Premium/top quality)	3	gals
27	Toilet and Bowl Cleaner (Premium/top quality)	12	gals
28	Cleaning/Disinfectant	15	gals
29	Deodorant Cake	100	pcs

30	Liquid Hand Soap (Premium/top quality)	6	gals
<b>I. SEC – Iloilo Extension Office</b>			
<b>Delivery: Semi-Annual (1st delivery – upon contract implementation; 2nd delivery – after 6 months)</b>			
1	Mop Handle	8	pcs
2	Mop Head	8	pcs
3	Polishing Pad	6	pcs
4	Scouring Pad	25	pcs
5	Steel Wool	10	reams
6	Trash Bag , XXL	500	pcs
7	Trash Bag , Medium	500	pcs
8	Dust Pan	6	pcs
9	Window Glass Cleaner	1	pcs
10	Scrubbing Pad, 16" black	2	pcs
11	Toilet Brush	3	pcs
12	Toilet Pump	4	pcs
13	Pail	6	pcs
14	Rugs	25	kgs
15	Soft Broom	12	pcs
16	Pranella	25	pcs
17	Hand Brush	6	pcs
18	Push Brush	3	pcs
19	Spray Gun	3	pcs
20	Cleanser, Powder	3	kgs
21	Soap, Powder	5	kgs
22	Detergents	10	bars
23	Furniture Polish	2	cans
24	Metal Polish	2	cans
25	Equipment Polish	2	cans
26	Air Freshener (Premium/top quality)	2	gals
27	Toilet and Bowl Cleaner (Premium/top quality)	12	gals
28	Cleaning/Disinfectant	20	gals
29	Wax, Teranova (Premium/top quality)	1	gal
30	Complete wax (Premium/top quality)	3	gals
31	Wax Sealer	3	gals
32	Deodorant Cake	50	pcs
33	Liquid Hand Soap (Premium/Top Quality)	6	gals
34	Stick broom	2	pcs
35	Waste Basket 26L	2	pcs
<b>J. SEC – Bacolod Extension Office</b>			
<b>Delivery: Semi-Annual (1st delivery – upon contract implementation; 2nd delivery – after 6 months)</b>			
1	Mop Handle	2	pcs
2	Mop Head	2	pcs
3	Scouring Pad	6	pcs
4	Steel Wool	3	reams
5	Trash Bag, XXL	50	pcs
6	Trash Bag, Medium	50	pcs
7	Dust Pan	1	pc
8	Toilet Brush	1	pc
9	Pail	1	pc
10	Rugs	2	kgs
11	Soft Broom	2	pcs
12	Wiper	1	pc
13	Hand Brush	2	pcs
14	Detergents	4	bars
15	Air Freshener (Premium/top quality)	1	gal
16	Cleaning/Disinfectant	10	gal
17	Deodorant Cake	50	pcs
18	Liquid Hand Soap	3	gals
19	Pranella	10	yards
20	Stick broom	1	pc

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

### **Notes on the Checklist of Technical and Financial Documents**

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

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

#### Technical Documents

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

#### Financial Documents

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

**or**

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

***Class "B" Documents***

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

**or**

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

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

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

**FINANCIAL COMPONENT ENVELOPE**

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

# SAMPLE FORMS

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## Bid Form

---

Date: \_\_\_\_\_  
Invitation to Bid<sup>2</sup> N<sup>o</sup>: SEC PB No. 2022-01

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

Gentlemen and/or Ladies:

Having examined the Bidding Documents including 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 Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 17.1 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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:<sup>3</sup>

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "None")

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

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

---

<sup>2</sup> If ADB, JICA and WB funded projects, use IFB.

<sup>3</sup> Applicable only if the Funding Source is the ADB, JICA or WB.

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Name of Project of the Name of the Procuring Entity]* *[for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity].*

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
*[signature]*

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

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

## **Contract Agreement Form**

---

## Omnibus Sworn Statement (Revised)

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 Unified 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 following responsibilities as a Bidder:

- a) Carefully examine all of the Bidding Documents;
- b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
- c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
- d) Inquire or secure 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.

\_\_\_\_\_  
Bidder's Representative/Authorized Signatory

**SUBSCRIBED AND SWORN** to before me this \_\_\_ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_ day of *[month]* *[year]*.

**NAME OF NOTARY PUBLIC**

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

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

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

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

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

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

## BID SECURING DECLARATION FORM

---

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

X-----X

### **BID SECURING DECLARATION** **Invitation to Bid: [Insert Reference number]**

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

I/We<sup>4</sup>, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
  - (c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

---

<sup>4</sup> Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

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

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]  
[Insert Signatory's Legal Capacity]  
Affiant

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of [month] [year].

**NAME OF NOTARY PUBLIC**

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

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

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

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

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

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**Statement of all Ongoing Contracts including Awarded but not yet Started Government & Private Contracts, whether similar or not similar in nature and complexity to the contract to be bid**

Name of Contract (Project Title and Name of Entity)	Date of contract	Contract duration	Owner's name and address	kind of Goods	Amount of contract	Value of outstanding works	Date of Delivery
							<i>(Date of Delivery shall refer to the expected date the project shall be fully completed/delivered or paid)</i>

**Note:**

- 1. Current/on-going extended contracts should be included in the list**
- 2. On-going extended contracts should be included in the list.**

Instructions:

- a) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- b) The total amount of the ongoing and awarded but not yet started contract should be consistent with those used in the Net Financing Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility documents

**Submitted by:**

Company Name: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

(Signature over printed name)

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

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

**Statement of Single Largest Completed Contract similar to the contract to be bid within the five (5) years period**

This is to certify that the project named below is the Single Largest Completed Contract similar to the contract to be bid, within the five (5) years period

Name of Contract (Project Title and Name of Entity)	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	Date of Delivery  <i>(Date of Delivery shall refer to the date the project was fully delivered, completed or paid)</i>

Note: Bidder shall attach the following:

**1. Photocopy of approved Contract or Purchase Order/Work Order**

**2. End-user's Certificate of Completion or Acceptance from bidder's client or Official Receipt issued for the contract covering the full amount of the contract**

**Submitted by:**

Company Name: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

(Signature over printed name)

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

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

**AUTHORITY OF SIGNATORY  
(For Corporation)**

I, (Name of Corporate Secretary), of legal age, Filipino, with business address at \_\_\_\_\_, after being duly sworn to in accordance with law do hereby depose and state:

That I am the duly elected Corporate Secretary of (Name of Corporation), a corporation duly organized and existing under and by virtue of applicable Philippine laws:

That at the special meeting of the Board of Directors of the said corporation, duly called and held at the principal office on (Date of Meeting) at which a quorum was presented and voting throughout the following resolution was unanimously approved to wit:

“RESOLVED, any of the following whose specimen signature/initials and copy of acceptable government issued identification cards with signatures as attachment, is/are authorized to sign in behalf of the Corporation, to submit documents and represent solely for the purpose of complying with the (Name of Project).

NAME	ID WITH SIGNATURE PRESENTED	SPECIMEN SIGNATURE	SPECIMEN INITIALS

IN WITNESS WHEREOF, I have hereunto affix my signature this \_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_.

PRINTED NAME/SIGNATURE  
CORPORATE SECRETARY

SUBSCRIBED AND SWORN TO before me in the City of \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ by (Name of Corporate Secretary) who has satisfactorily proven to me his/her identity through his/her (Identification Card presented), that he/she is the same person who personally signed before me the foregoing Affiant and acknowledged that he/she executed the same.

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**AUTHORITY OF SIGNATORY  
(For Sole Proprietor/Partnership)**

I, (Name Owner/Managing Partner), of legal age, [civil status], Filipino, and residing at [address of affiant], after having been duly sworn in accordance with law do hereby depose and state that:

1. I am the Sole Proprietor/Managing Partner of [Name of Bidder], with office address at [Address of Bidder];
2. As the Sole Proprietor/Managing Partner of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for [Name of the Project] of the [Name of the Procuring Entity];
3. As the Sole Proprietor/Managing Partner of [Name of Bidder], I authorized [Name of Representative] whose specimen signature/initials and copy of acceptable government issued identification cards with signatures as clearly shown attachment, is authorized to sign in behalf of the [Name of Bidder], to submit documents and represent solely for the purpose of complying with the bidding of [Name of Project]

NAME	ID WITH SIGNATURE PRESENTED	SPECIMEN SIGNATURE	SPECIMEN INITIALS

IN WITNESS WHEREOF, I have hereunto affix my signature this \_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_.

PRINTED NAME/SIGNATURE

SUBSCRIBED AND SWORN TO before me in the City of \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ by (Name of Corporate Secretary) who has satisfactorily proven to me his/her identity through his/her (Identification Card presented), that he/she is the same person who personally signed before me the foregoing Affiant and acknowledged that he/she executed the same.

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**BID PRICE SCHEDULE 1  
DETAILED COST DISTRIBUTION**

COST BREAKDOWN	HEAD OFFICE							LEO	BEO	CDOEO	TEO	ZEO	CEO				DEO	IEO			BCDEO	
	Janitor	Hauler	Telephone Technician	Electrician	Carpenter/Plumber	Driver	Supervisor	Janitor	Janitor	Janitor	Janitor	Janitor	Janitor	Hauler	Electrician	Plumber/Carpenter	Janitor	Janitor	Electrician	Plumber/Carpenter	Janitor	
Let "DW" = Daily Wage																						
Average Pay/Month (DW x 313/12)																						
5 Days Incentive Leave																						
13th Month Pay																						
ECOLA																						
<b>A.TOTAL AMOUNT TO CONTRACTOR</b>																						
Pag-ibig Contribution																						
SSS Contribution																						
Philhealth Contribution																						
ECC																						
<b>B.TOTAL AMT TO GOV'T IN FAVOR OF CONTRACTORS SERVICE PROVIDER</b>																						
<b>TOTAL AMT TO CONTRACTOR &amp; GOV'T (A+B)</b>																						
Cost of Cleaning Supplies and Materials																						
Cost of Cleaning Equipment and Tools																						
ADM & OPERATING OVERHEAD																						
TOTAL MONTHLY CONTRACT RATE BEFORE VAT																						
Add: 12% VAT																						
<b>TOTAL MONTHLY CONTRACT RATE</b>																						
No. of Manpower Requirements	19	24	1	2	2	2	1	2	2	2	1	2	4	2	1	1	3	3	1	1	2	
TOTAL CONTRACT RATE PER MONTH																						
<b>C.TOTAL CONTRACT PRICE FOR ONE (1) YEAR</b>																						
<b>D.CONTINGENCY to Cover Cost of Additional Janitorial Personnel that may be required and Cost of Overtime</b>	Php 2,900,000.00 inclusive of VAT																					
<b>E.GRAND TOTAL (C =D)</b>																						

Company Name : \_\_\_\_\_  
 Company Address : \_\_\_\_\_

**AUTHORIZED REPRESENTATIVE:**  
 Signature : \_\_\_\_\_  
 Printed Name : \_\_\_\_\_  
 Position : \_\_\_\_\_  
 Date : \_\_\_\_\_

**BID PRICE SCHEDULE 2**  
**Cost of Cleaning Materials and Supplies/Cleaning Equipment and Tools**

	ITEMS	QUANTITY	UNIT/S	TIME USAGE		TOTAL QUANTITY	UNIT PRICE	TOTAL AMOUNT
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
29								
	SUB-TOTAL							

Company Name : \_\_\_\_\_  
Company Address : \_\_\_\_\_

**AUTHORIZED REPRESENTATIVE:**

Signature : \_\_\_\_\_  
Printed Name : \_\_\_\_\_  
Position : \_\_\_\_\_  
Date : \_\_\_\_\_