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Procurement of GOODS

Procurement of Janitorial Services in the Civil Service Commission – Central Office

**Project ID No. 2021-02
PR No. 2021-05-0148**

**Sixth Edition
July 2020**

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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



Constitution Hills, Batasang Pambansa Complex
Diliman 1126 Quezon City, Philippines

INVITATION TO BID FOR PROCUREMENT OF JANITORIAL SERVICES IN THE CSC CENTRAL OFFICE

1. The Civil Service Commission – Central Office through the CY 2021 CSC General Fund intends to apply the sum of **Ten Million Five Hundred Thousand Pesos (PHP10,500,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for **Procurement of Janitorial Services in the CSC Central Office** under Project Identification Number 2021-02. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Civil Service Commission – Central Office now invites bids for the above Procurement Project. Delivery of the Goods is required within One (1) year as specified in the requirement. Bidders should have completed within three (3) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from the Civil Service Commission – Central Office, through the CSC-BAC/Secretariat and inspect the Bidding Documents at the address given below during 8:00 a.m. to 5:00 p.m.
5. A complete set of Bidding Documents may be acquired by interested Bidders from July 7, 2021 and onwards from the given address and website(s) below and upon payment of applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Ten Thousand Pesos (PHP10,000.00). The

Procuring Entity shall allow the bidder to present its proof of payment for the fees through a copy of Official Receipt (OR) to be presented by the Authorized Representative.

6. The Civil Service Commission – Central Office will hold a **Pre-Bid Conference** on **July 9, 2021 at 10:00 a.m.** at the **CSC Resource Center Building** at the given address below through physical or face-to-face conference which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. **Bid opening** shall be on **July 23, 2021 at 10:00 a.m.** at the **CSC Resource Center Building** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The Civil Service Commission – Central Office reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

Mr. JULIUS B. REMUDARO
Head, CSC-CO BAC Secretariat
Civil Service Commission – Central Office
IBP Road, Constitution Hills, Quezon City
Trunkline No. (02) 8931-7935 or 39, local 508
Direct Line: (02) 8931-7984; Fax No. 8931-8029
Email Address: csc.ofam.pmd@gmail.com
12. You may visit the following website for downloading of Bidding Documents.

www.csc.gov.ph or www.philgeps.gov.ph

June 30, 2021

(Original signed)
ATTY. ARIEL G. RONQUILLO
*CSC Assistant Commissioner and
Chairperson, Bids and Awards Committee*

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Civil Service Commission – Central Office wishes to receive Bids for the Procurement of Janitorial Services in the CSC Central Office with Project ID No. 2021-02.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for CY 2021 CSC General Fund in the amount of PHP10,500,000.00.

2.2. The source of funding is the General Appropriations Act.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

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

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within Three (3) years prior to the deadline for the submission and receipt of bids.

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

11. Documents comprising the Bid: Financial Component

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

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 **BDS**.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until the November 15, 2021. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Provision of Janitorial Services b. completed in the Three (3) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP in Quezon City or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than PHP210,000.00, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than PHP525,000.00, if bid security is in Surety Bond.
15	Bidders are requested to provided additional copies of the bid documents submitted either in hardcopy or electronic copy.
19.3	<p>The Project shall be awarded in one Contract.</p> <p>1 lot Janitorial Services in the CSC-CO</p> <p>ABC: Ten Million Five Hundred Thousand Pesos (PhP10,500,000.00)</p>
20.2	<p>For purposes of Post-Qualification, the following document(s) shall be required:</p> <ol style="list-style-type: none"> 1. Proof of completion of the single largest contract as identified in the Statement of Single Largest Contract, which shall be copy of any verifiable document(s) such as but not limited to the following: (a) Contract/s or Purchase Order/s; (b) corresponding Sales Invoice/s; (c) Official Receipt/Cash Receipt/Collection Receipt; and (d) Certificate of Satisfactory Completion. 2. Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) 3. Valid and updated PhilGEPS Certificate of Registration (Platinum Membership), if bidder opted to submit the eligibility documents under the Certificate during opening of bids. <p>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</p>

	email. It shall be the bidder's responsibility to check its/his/her email for the purpose.
21.1	<p>Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity</p> <p>License/Registration with the following:</p> <ul style="list-style-type: none"> a. Social Security System (SSS) b. Philippine Health Insurance Corp. (PhilHealth) c. Home Development Mutual Fund (HDMF); d. Bureau of Internal Revenue (BIR); e. Certificate of Compliance on General Labor Standards and Certificate of Occupation Safety and Health Standard issued by the Department of Labor and Employment (DOLE)

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are delivered to Quezon City. 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 Engr. Efren A. Capanan.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and <p>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>

Packaging –

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

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

	<p>that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights – 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	The terms of payment are specified in Section VII. Technical Specifications (TS) .
4	The inspections and tests that will be conducted based on the requirements specified in Section VII. Technical Specifications (TS) .

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Procurement of Janitorial Services in the CSC Central Office	1 lot	Forty-One (41) Janitorial Personnel	<p>One (1) year period upon issuance of Notice to Proceed.</p> <p>Weeks/months/Quarter of delivery are specified in Section VII. Technical Specifications (TS) including the Annex A of the TS.</p>

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
1.	<p><i>1. Qualifications of Bidders</i></p> <p>The capability of the JSP shall be gauged by the extent and quality of its relevant experience, performance and track record and financial capability to be checked/verified by the Bids and Awards Committee (BAC). The JSP shall also possess the following qualifications:</p> <ol style="list-style-type: none"> a. Duly licensed and registered with the appropriate Government Agencies such as but not limited to the Social Security System, Philippine Health Insurance Company (Philhealth), Home Development Mutual Fund (HDMF) and Bureau of Internal Revenue (BIR); b. With Certificate of Compliance on General Labor Standards and Certificate of Compliance on Occupational Safety and Health Standard, both issued by the Department of Labor and Employment (DOLE); c. With at least three (3) years continuing business experience as JSP and with Certification from PhilGEPS that they are not blocklisted d. With an existing number of at least 100 JP, at the time of submission of the bidding documents; e. With previous or current contract in any government entity, hospitals, malls or banks; f. Submit organizational chart showing a system of handling administrative concerns; g. With employees’ policy handbook, a copy of which shall be submitted to OFAM-BGMD; h. With certificate of Satisfactory Performance Rating both on JP Management and other administrative support services from their latest or current projects. <p><i>2. General Provisions</i></p>	<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>

a. The JSP shall provide the CSC with 41 JP with an equal distribution of gender, composed of the following: 37 office & perimeter JP, 3 skilled janitors, and 1 supervisor who shall possess the following general qualifications, which shall be submitted to the CSC-CO prior to the deployment of the personnel:

1. Must be of good moral character, without criminal and/or police records (barangay/police or NBI clearance);
2. Must be physically and mentally fit, as evidenced by a medical certificate issued by a DOH accredited Medical Service Provider; and
3. Must acquire all the specific qualifications stated under this TOR (updated resume with detailed work experience sheet/s).

That the JSP warrants that the JP assigned to perform the aforementioned janitorial and maintenance services subject of this agreement shall be well-equipped, well-trained, with good moral and work attitude and possess work experience as specified under item 3.t. of this TOR. Thus, the JSP shall be responsible for skills development of its employees such as skills training, product/equipment knowledge and values formation. In addition, the genuineness of the document to be submitted by the JP should be the sole responsibility of the JSP. Submission of fake record may be a ground for the termination of the contract.

b. The JSP shall inform the 41 JP assigned in the CSC-CO that working hours shall be 8 hours a day, 6 days a week (Monday-Saturday) except during holidays or 24 to 26 days a month within the entire duration of the contract.

One-year contract constitutes three hundred thirteen (313) working days inclusive of paid twelve (12) regular holidays and three (3) special holidays as follows:

Regular Holidays:

- 1) New Year's Day; 2) Maundy Thursday;
- 3) Good Friday; 4) Araw ng Kagitingan 5) Labor

Day; 6) Independence Day; 7) National Heroes' Day; 8) Bonifacio Day; 9) Christmas Day; 10) Rizal Term; 11) Feast of Ramadan; and 12) Feast of Sacrifice

Special Holidays

- 1) Ninoy Aquino Day; 2) All Saint's Day and 3) New Year's Eve

During declarations of Special Non-Working Holidays other than the three (3) Special Holidays mentioned above, wherein the DOLE will declare an extra payment on services rendered, JPs will not be required to report for work, however, the corresponding cost of JPs services shall be deducted from the applicable billing period including the corresponding percentage affecting the administrative fee portion of the ss.

The number of JP may be increased or decreased by mutual agreement of the parties in writing depending on the need or on the exigency/ies of the service, and subject to the availability of fund.

- c. The JSP shall ensure that all JPs who will be assigned in the CSC-CO is amenable to work in a shifting schedule, which shall be determined by the CSC-BGMD, anytime between 5:00 a.m. to 8:00 p.m. from Monday to Friday; and on Saturdays from 7:00 a.m. to 4:00 p.m. (particularly during semestral area assignment rotation). Should the JP decline the work schedule given, the same may constitute the replacement of the JP concerned in the CSC-CO.
- d. The JSP shall ensure that the required number of janitors are deployed and shall stay at their respective post of assignments during their daily schedule. In case of non-compliance, the JSP shall be charged a Liquidated Damages (LD) of one tenth of one percent (1/10 of 1%) of the gross monthly billing for each day of deficiency on the number of JP deployed aside from the deduction of the daily rate of the absent JP from the monthly billing including the corresponding percentage affecting the administrative fee portion of the contract. There shall be no instance however, that a trainee will be posted as a reliever for an absent

regular JP, otherwise, same rule on LD will be applied.

Official declaration of suspension of government working hours does not consequently suspend the work of the JPs. When there are calamities such as typhoon, earthquake, etc. which may put the lives of the JPs in danger, the discretion of work suspension lies on the JSP. Should the JSP decide to suspend work due to similar situation, the no work no pay shall apply. The application of LD will be suspended, however, the corresponding percentage affecting the administrative fee portion of the contract shall also be deducted to the applicable billing period.

- e. That 41 regular JP will be enrolled in biometrics (finger-scanning) prior to their deployment. The print-out of the biometrics shall be considered as the only basis of log-in and log-out. In case of biometrics malfunction, the time record that will be honored as attachment for the billing shall be the time in listed by the guards official log book at the main gate. That when a janitor leaves the CSC-CO premises within their work schedule, they shall secure a pass slip which shall be duly approved by the concerned CSC official of the Office where the JP is assigned or the BGMD Chief. Non-compliance of the same shall be a ground for the replacement of the JP concerned after incurring two (2) infractions.
- f. The JSP shall provide the CSC through OFAM-BGMD copies of bio data of all regular JP including those would-be relievers. As such, the JSP shall also provide OFAM-BGMD an updated list of JP assigned thereat whenever there is a change of JP, including would be reliever/s of absent or indisposed. There shall be no JP that will be allowed to assume services in the CSC unless their credentials (janitor's qualification and biodata) has been submitted to the OFAM-BGMD for scrutiny at least two (2) days prior to intended schedule of work assignment to give time for biometrics enrollment.
- g. Schedules of break time must be strictly observed during Saturdays, holiday and during overtime. Any reported incident received and verified true by the OFAM-BGMD of loitering, selling, doing personal business or non-performance of duty on

the assigned working hour of any JP will be treated as a violation, hence, the OFAM-BGMD shall have the right to request for the separation from the CSC-CO assignment of the JP concerned after incurring the same offense three (3) times.

h. That the JP assigned to perform the aforementioned services are subject to reasonable search by the security guards upon entry and exit from the CSC premises. That they may also be subjected to on- the-spot search during their stay inside the CSC premises when the situation so requires such as:

1. Involvement in loss of property of officials', employees', guest' or CSC's property, where the JP has been identified as a person of interest;
2. When there is a valid report of prohibited item/s such as but not limited to drugs, liquor, cigarette, guns brought inside the CSC premises;
3. When the JP has been involved in a crime where a possible physical evidence may be in his possession; and
4. Similar situations.

i. That JP are discouraged from bringing big luggage/bags for easier inspection. However, if the same is unavoidable, they shall deposit to the guard on duty (main gate) the said luggage/s and will only be claimed after the tour of duty and in going home.

j. That the JSP shall provide each JP with at least three upper uniforms (shirt with collar) which shall have the name/acronym of the company and the surname or nickname of the JP to be printed at the back of the shirt. The same shall be worn by the JP during working time. Likewise, all JP shall also be issued a utility belt, as part of their daily uniform. Moreover, the 6 JP which will be assigned in the perimeter and the 3 skilled workers shall also be provided with individual raincoats and rain boots.

The expenses for the sets of uniform, utility belt, raincoats, rain boots as well as the utility tools of

the skilled worker shall be included by the JSP in their bid. Hence, there shall be no case however, that the JSP will collect the payment of the same either through cash or through salary deduction from the JP. The expenses in case of non-compliance of this rule as may be reported by any of the JP and after having been investigated and verified true by the OFAM-BGMD will be deducted to the applicable billing period upon issuance of notice by OFAM-BGMD to the JSP.

- k. That the relievers shall, at all times, wear their company issued IDs. Failure to wear the said I.D. twice, shall be a ground to prohibit them from entering the CSC-CO premises.

In case of loss of the ID of the reliever, the reliever concerned request for the immediate replacement of the same from the JSP. Pending the issuance of the JSP of the I.D., the CSC thru the OFAM-BGMD will issue a temporary I.D. of the reliever on the first offense. The JSP shall ensure that the I.D. be replaced immediately, otherwise, the reliever will not be allowed to enter in the CSC-CO premises and assume duties.

- l. The JSP shall pay the wages, salaries or compensation of the JP in accordance with the provisions of the Minimum Wage Law as follows:

- 1. The JSP shall pay the salaries of the JP twice a month but shall not exceed an interval of 15 days per pay period thru ATM payroll. The date shall be established by the JSP, however, dates of salaries shall be consistent for the whole duration of the contract.

The JSP shall bill the CSC twice a month. The reckoning time of 10 working days for the processing and releasing of the check payment by the CSC shall take effect upon submission of all the required documents, including among others, the following:

- 1.1 Photocopy of the monthly remittances and official receipts of actual payments made relative to the mandatory contributions (SSS, Philhealth and HDMF) deducted from the salary of the JP of the preceding month, must also be

attached on the payment claim every second billing;

1.2 The photocopies of preceding month's payslip duly signed by each JP must also be attached every billing period for validation of the OFAM-BGMD; and

1.3 The copy of monthly delivery of supplies shall also be attached on the following month's 1st billing statement/voucher.

2. The payment of salaries shall be implemented on the date establish by the JSP as specified under 3.1.1 of this TOR, even if, for some reason or the other, the JSP fails to collect on time from CSC.

3. In case the JSP pay in advance the salaries of JP, the actual salaries due to them as computed during the submission of the billing for particular period must be properly accounted by the JSP and be given to the JP concerned

Given the above provisions, example would be as follows:

Work period: October 1 to 15, 2020

Contractor payment to JPs: on or before October 25, 2020

Expected submission of next billing to CSC-CO: on or before October 30, 2020

Releasing of payment by the CSC-CO: on or before November 11, 2020

Work period: October 16 to 31, 2020

Contractor payment to JPs: on or before November 10, 2020

Expected submission of next billing to CSC-CO: on or before November 15, 2020

Releasing of payment by the CSC-CO: on or before November 27, 2020

Remittance to Government Agencies Period:

Remittance of October, 2018 deductions is on or before November 10, 2020

- Copy of remittances from October salaries must be included on the November 1-15, 2020 billing.

Failure of the JSP to submit and comply on time with all the requirements, documents and arrangements as mentioned in item 3.k of this TOR, without just cause as determined by OFAM-BGMD, will be considered as a ground for an imposition of a penalty of 1/10 of 1% of the gross monthly billing for every day of delay. Non-compliance of the said provision for three times and after three written notices from CSC through OFAM-BGMD, within the duration of the contract, shall be a ground for the termination of the contract.

- m. It is understood that JP employed or utilized by the JSP in carrying out the janitorial services shall be paid by and considered as exclusive employees or agents of the JSP and as such, CSC shall not be responsible whatsoever for any claim or claims for personal injury, wages, damages, including death, caused to the JSP and/or its personnel themselves or third persons, where such injury or death arises out of, or in the course of the performance of the duties of the janitors. The JSP holds CSC free from any claim whatsoever from its JP.
- n. CSC may require the JSP to authorize their JP to render overtime services when the situation so requires, provided, a written notice will be communicated to the JSP, payment of which will be included in the applicable billing period.
- o. Any injury, loss or damage of personal properties to CSC employees or clients while they are inside the CSC premises due to the act/s, omissions, or negligence of the JP, the JSP shall pay the cost of damage to be mutually determined by all parties concerned, which shall be deducted from the JSP's monthly billing, without prejudice to the filling of a separate action for the personal liability of the JP concerned.
- p. The JP will have an area rotation once every semester and will be subjected to quarterly

evaluation by the CSC Central Offices' officials and employees. Part of the performance evaluation will be the rating of OFAM-BGMD staffs who are from time to time conduct random inspection to the various assigned areas of JP. Two (2) unsatisfactory performance rating or a numerical average of 2.99 and below within the duration of the contract shall be a ground, among others, for immediate replacement of the Janitorial Personnel concerned.

q. Specific Qualifications/Criteria of the supervisor, janitors, chambermaid, skilled worker:

→ **Supervisor**

1. At least two years of college studies.
2. At least three (3) years supervisory experience on the Janitorial/Housekeeping field.
3. At least two (2) years' experience working under a janitorial services agency set-up.
4. With knowledge in inventory of materials and preparation of daily reports and is knowledgeable in basic computer applications (MS Word and MS Excel).
5. Must have acquired expertise in operation and use of various janitorial/housekeeping equipment and supplies.
6. With good coordination, leadership and inter-personal skills.
7. With good oral and written communication skills.
8. Must be physically fit and be able to assist in hauling of office furniture, equipment, supplies and materials.

→ **Office Janitors, Chambermaid/Valet**

1. With at least one (1) yr. janitorial/housekeeping experience and has acquired skills in the operation of

various janitorial/housekeeping supplies and equipment.

2. At least six (6) months experience as janitor/chambermaid/valet and duly trained and skilled to function as such with minimum supervision as evidenced by certificate of employment and recommendation from previous or current agency.
3. Must be physically fit and be able to assist in hauling of office furniture, equipment, supplies and materials.

– Perimeter Janitors

1. With at least one (1) year experience in gardening related activities;
2. Capable of operating chainsaw;
3. Must be physically fit and be able to assist in hauling of office furniture, equipment, supplies and materials; and
4. Must also have at least six (6) months experience as janitor and has acquired skills in the operation of various janitorial/housekeeping supplies and equipment.

- Skilled Janitor (Plumber/Janitor)

1. Capable of fixing/troubleshooting pipes inside the ceiling;
2. Have at least one (1) year experience in assembling, installing, maintaining, and repairing pipes, fixtures, and fittings used for water distribution and wastewater disposal systems as evidenced by a recommendation from previous employer or from at least 2 previous clients;
3. With at least six (6) months janitorial experience and has acquired skills in the operation of various janitorial/housekeeping supplies and equipment as evidenced by certificate of

	<p>employment and recommendation from previous or current agency; and</p> <ol style="list-style-type: none"> 4. Must be physically fit and be able to assist in hauling of office furniture, equipment, supplies and materials. <p>- Skilled Janitor (Carpenter/Mason)</p> <ol style="list-style-type: none"> 1. Capable of fixing carpentry related activity in high areas of the building such as roofing/rooftop; 2. Have at least a one (1) year experience in carpentry and masonry related activities as evidenced by a recommendation from previous employer or from at least 2 previous clients. 3. With knowledge on basic janitorial services and has acquired skills in the operation of various janitorial/housekeeping supplies and equipment as evidenced by certificate of employment and recommendation from previous or current agency. 4. Must be physically fit and be able to assist in hauling of office furniture, equipment, supplies and materials. <p>- Skilled Janitor (Electrician/Air-con Technician Assistant)</p> <ol style="list-style-type: none"> 1. Knowledgeable in the operation of pressurized hose; 2. Have at least one (1) year experience as electrician and has knowledge on air-con parts, can understand and troubleshoot air-con operation/defects as evidenced by a recommendation from previous employer or from at least 2 previous clients. 3. With knowledge on janitorial services and has acquired skills in the operation of various janitorial/housekeeping supplies and equipment as evidenced by certificate 	
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of employment and recommendation from previous or current agency.

4. Must be physically fit and be able to assist in hauling of office furniture, equipment, supplies and materials.

3. Scope of Work

The OFAM-BGMD shall provide specific work assignments to the assigned janitors with respect to details of the work, such as the number of janitors/janitresses to be assigned per shift, areas to be cleaned (or areas of responsibility), and other details that CSC may deem necessary as called for in any situation.

- a. Work Activities shall be as follows:

Daily Routine Schedule:

1. Polishing of all floors/walls of CSC buildings including spot scrubbing of walls through the use of polishing pads/scrubbers to maintain the glossy appearance of all floor/wall surfaces but not to the extent of making the floors slippery;
2. Sweeping the area with a broom and dry duster and make sure to remove all dirt such as gums, using a spatula, from the floors and walls. Caution sign should be used to avoid accidents;
3. Spray buffing to maintain the glossy appearance of the floors and walls;
4. Hand scrubbing for hard to reach corners;
5. Maintaining the cleanliness of Office pantries at all times to avoid the infestation of pests in the area;
6. Provides assistance to OFAM-BGMD in monitoring and immediate reporting of the early stages of defective floorings and walls;
7. Providing and cleaning trash receptacles at all times to keep from accumulating waste and dirt;
8. Using the vacuum cleaning system to minimize dust circulation in the air and provide a healthy dust free and clean work areas;
9. Mopping, buffing, cleaning and touching up the floors in one operation with a synthetic polishing pad. Sweep and follow half-dry mopping to pick-up left-over dust;

10. Touching up the floor in work areas with wax mist. Blend with the rest of the floors or if required, re-coat the entire floor;
11. Dusting and damp wiping of tables, chairs, steel and wooden cabinets, electric and exhaust fans, telephone instruments, refrigerators, air conditioning grills and casing, and other office equipment including window sills, window panes, doors and door jambs and Venetian blinds;
12. Sweeping and dusting of ceiling;
13. Thorough cleaning, sanitizing and disinfecting of comfort rooms, water closets, urinal bowls and lavatories. Applying sanitizer and disinfecting agents on closets, urinals and wash basins;
14. Cultivating, watering and caring of potted and non-potted ornamental plants;
15. Sweeping of grounds premises including parking areas and sidewalk;
16. Disposal of garbage after waste recycling/segregation; and
17. Spraying deodorant inside comfort rooms including hallways.
18. Disinfection of all incoming vehicles with proper PPE attire such as surgical masks and/or particulate filter respirators (N95); gloves; goggles, glasses or face shields; rubber boots; and gowns and/or aprons.

Weekly Activity/Services

1. Stripping, scrubbing, waxing and polishing of floors to thoroughly eliminate stains, old wax residues, floor scratches and maintain glossy floorings;
2. Scrubbing and dusting of walls, corners, hallways including dusting of ceilings;
3. Cleaning of interior surfaces of windows, glass mirrors, glass walls and other glass surfaces;
4. Applying industrial chemicals to sanitize and disinfect work floor areas to eliminate accumulation of bacteria and germs;
5. Applying of over and under sealer to resilient floors to protect the look, color of the floor and to make it last longer;
6. Use of floor cleaner and machine scrub for stubborn dirt;

7. Frequent removal of buildup wax on floor edges, baseboards by waxing soft rugs soaked with all-purpose cleaner;
8. Regular application of wax to specific areas to protect floors from scratches and maintain glossy floorings;
9. Trimming and cutting of ornamental and other plants;
10. Removal of cobwebs from the ceiling and upper walls including wiping of lighting fixtures; and
11. Polishing of stairs nosing.
12. Disinfection of the building with proper PPE attire such as surgical masks and/or particulate filter respirators (N95); gloves; goggles, glasses or face shields; and gowns.

Monthly Activities/Services

1. Total general cleaning over the daily and above-mentioned activities;
2. Washing of all floors to eliminate the heavy dirt embedded in the surface using high pressure washer; and
3. Re-waxing of floors to maintain its glossy appearance; and
4. Dusting, polishing of blinds and changing of drapes/curtains.
5. Disinfection of building and CSC premises with proper PPE attire such as surgical masks and/or particulate filter respirators (N95); gloves; goggles, glasses or face shields; and gowns..

Periodic Activities/Services

1. Insect spraying, fumigation, fogging and other implementing pest control measures;
2. Vacuuming/shampooing of carpets, rugs and cushioned chairs and furniture;
3. Cleaning and feather dusting of fluorescent lights and housing;
4. Washing and cleaning of casings;
5. Cleaning and disinfecting elevated and cistern (underground) water tank; and
6. Maintaining drainage systems through periodic unclogging operations.

Miscellaneous Services:

1. Hauling of office furniture and fixtures, equipment, supplies and materials;
2. Rendering extra hours of service during CSC anniversaries, programs and other special occasions;
3. Cleaning up accidental mess;
4. Assisting during Office meetings/seminars or events such as in distribution of food, etc.; and
5. Undertaking any other errands that may be assigned by the end-user from time to time upon approval of such request by the janitorial supervisor such as but not limited to assistance to meetings or office events, etc.

4. Cleaning Materials and Equipment

- a. The equipment, supplies and materials to be used in performing the aforementioned services shall be for the account of the JSP except for the water and electrical consumption which shall be for the account of the CSC. A storage space shall be provided by the CSC for the equipment, materials, and supplies listed in **Annex “A”** and the other belongings of the JSP’s personnel.
- b. The CSC thru OFAM-BGMD is authorized to off-set any material, equipment or supplies the latter finds necessary for a particular period but is/are not listed in Annex “A”, provided however that the amount will not exceed the budget allocated in a particular month. Provided further, that the bid cost by the JSP for the material, equipment or supplies for off-setting shall be the lowest price among the three suppliers canvassed by the JSP. As such, quotation or canvass details must be provided by the supplier to the JSP as attachment for the applicable billing period.
- c. The JSP shall also submit as part of its bid proposal/document the detailed breakdown of cost per unit/item/piece of all supplies and materials as specified in Annex “A” which shall be the basis of the CSC to determine the actual cost to be allocated in case of advance delivery request or off-setting. In order to ensure the quality of the supplies and materials are not compromised, the cost per item indicated by the bidder in its bid shall be evaluated by the Bids and Awards Committee Technical

Working Group (BAC-TWG), that the cost of bid shall not be below the prevailing market price. Hence, it is required that the bidder shall submit proof such as but not limited to quotations from minimum of two (2) duly registered (DTI) suppliers, etc. Misrepresentation or non-submission of proof will be a ground for the automatic disqualification of the bidder. Considering that the provision for supplies would be beyond the computation of administrative fee. Bidders may consider a margin of profit on the total cost of supplies in their bid and the cost which they may allocate as rental fee for the equipment and materials that will be borrowed by the CSC during the duration of the contract.

- d. Any equipment provided by the JSP as specified in this TOR that are not in operating condition and/or has been damaged arising from negligence or fault of the JP shall be immediately replaced/repared by the JSP within three (3) working days from the date the actual damage was determined or incurred. If the equipment is found by the CSC to be unrepairable and the same has not been replaced by the JSP within five (5) working days, it will incur a penalty of 1/10 of 1% of the total monthly billing for every day of delay until the delivery of its replacement. The said cost of penalty will be deducted from the applicable billing period.
- e. The OFAM-BGMD and the JSP shall maintain a joint record of the cleaning supplies/materials, tools and equipment stored or delivered. For this purpose, designated representative from both parties shall be present to supervise the delivery of the materials, tools and equipment to be used in the CSC premises. The Supervisor shall have a logbook and must maintain an updated inventory of stocks of the supplies and materials. All supplies and equipment distributed must be properly accounted and the requisitioning JP must have acknowledgement/signature on the requisitioning form which shall be kept by the Supervisor as support document for the inventory logbook.
- f. A representative from OFAM-BGMD may conduct on the spot inspection of all janitorial supplies and equipment at any given time. In case of discrepancy on the inventory record of the Supervisor against the actual supplies/equipment on stock as verified

by OFAM-BGMD representative, the amount equivalent to the missing supplies/item shall be deducted on the applicable billing period.

- g. Delivery of supplies/equipment shall be every 15th day of the month prior to the intended month of use of the same (e.i. supplies for November, 2018 must be delivered on or before October 15, 2018). In case the delivery day falls on Saturday, Sunday or a Holiday, the delivery must be done in advance (i.e. October 15, 2018 is a Sunday, then the delivery shall be done on October 13, 2018), except during unexpected calamities or when there is fortuitous event, in which case, delivery shall be the next government working day.

In case, of off-setting of materials, equipment or supplies as may be requested by the OFAM-BGMD, the list of the monthly supplies for delivery shall be provided to the JSP by the OFAM-BGMD through the Janitorial Supervisor at least 15 days prior to the scheduled delivery as stated on the first paragraph of this item, otherwise, the list as provided in Annex "A" will automatically be the prevailing list of supplies for delivery.

- h. In case the need for supplies/ materials/ equipment (SME) for off-setting is not in accordance with the time frame as stated on the second paragraph under this item, the OFAM-BGMD may request to the JSP to off-set the same on the next applicable period. Provided however, that the delivery of the same is upon the agreement of both parties.
- i. In case of non-delivery of the SME by the JSP on the agreed schedule of both parties, a penalty of 1/10 of 1% in every day of delay of the total cost of the undelivered items or reduction of its total cost will be imposed if the same will not be delivered until the last working day of the applicable delivery month, thus, the incurred penalties plus cost of the undelivered items shall be deducted on the applicable billing period.

5. Payment Terms and Contract Amount Provisions

- a. The computation of payment shall be based on the actual services rendered by the JP and all applicable laws as issued by Department of Labor and

Employment (DOLE). A deduction on the monthly billing shall also be observed upon non-compliance of any provisions of this TOR.

In cases of overtime services, computation shall be based on the following computation:

$(\text{Basic Daily Rate})/8 \times \text{No. of OT Hours} \times \text{Applicable Percentage}$

In the computation of the contract amount, the number of working/paid days in a year is 313 days, thus, all janitors are considered paid during holidays even if they have not worked. In this context, the 100% of the applicable percentage in cases of OT pay for a particular holiday is already included on the monthly billing computation, it is therefore understood that the remaining applicable percentage will be added to the payment claim of the janitor who shall be requested for an overtime.

- b. No advance payment shall be made as provided in Section 88 of PD 1445 (Statutes – Ordaining and Instituting a Government Auditing Code of the Philippines). The same is subject to the required applicable Government Taxes.
- c. The JSP shall be required to present during the opening of financial bid its detailed breakdown of the Bid Amount (Breakdown Computation Sheet is herein attached for reference).
- d. The JSP shall be entitled to an automatic adjustment of the stipulated contract price in the event that the minimum wage is increased or in the event that additional benefits in favor of the JP of the JSP are granted by law, decree or wage order promulgated subsequent to the execution of this TOR. Such adjustment shall be equivalent to the amount of increase in the minimum wage, or the amount of additional benefits, or both, as the case may be. Provided that any adjustment made in the stipulated contract price shall be made effective only upon receipt by the COMMISSION of the written notice of the adjusted or modified contract price.

For this purpose, the reckoning period for the determination of applicable laws, rules or

issuances shall be as of the date of the signing of this TOR.

- e. The term of the Contract for the winning JSP/Contractor shall be for one (1) year. It may be renewed every year but not to exceed THREE (3) years, subject to the implementing laws and rules on procurement, and if the CSC finds the performance of the JSP satisfactory or with numerical combined general average of 3.0 of all the performance evaluation of the CSC-CO assigned JP, and if the administrative aspect of the Contractor complies with all the stated provisions of this TOR. In the event the services of the Contractor extend beyond the above-cited effectivity period of this agreement, the CSC shall pay the corresponding amount due on the services rendered by the Contractor based on the agreed compensation scheme and amount specified in this TOR.

6. Amendments

Any amendment/s to the agreements between the parties shall be mutually agreed upon by both parties and shall be reduced to a written instrument signed by the duly authorized representatives of both parties, and which instrument shall form an integral part of this TOR.

7. Pre-Termination of the Contract

- a. The contract for the Janitorial Service may be pre-terminated by the CSC for any violation of the terms herein provided and any additional provision that may be added in the Contract. In case of pre-termination, the Contractor shall be informed by CSC, thirty (30) calendar days prior to such pre-termination.
- b. In case of pre-termination, the Contractor shall be liable for liquidated damages equivalent to 1/10th of one percent (1%) of the contract price and forfeiture of the Performance Security as provided under RA 9184.
- c. The CSC shall have the right to blacklist the Contractor in case of pre-termination.

Separability Clause

If any provision or portion of the agreements between the parties are found invalid by the appropriate authority, the rest of the contract shall remain in force and effect.

8. Governing Law

The Agreement between the parties shall be governed by and construed in accordance with Philippine Laws and in the event of litigation the venue shall be in Quezon City, to the exclusion of all other venues.

Annex "A"

JANITORIAL SUPPLIES AND EQUIPMENT

ISSUANCE TIME	ITEM / DESCRIPTION	QUANTITY	UNIT OF MEASUREMENT
MONTHLY	Air Freshner (liquid)	5	Galloon
MONTHLY	Air Freshner 320ml (spray)	25	Can
MONTHLY	Alcohol 500ml (ethyl)	50	Bottle
MONTHLY	All Purpose Cleaner	15	Galloons
MONTHLY	Bar Hand Soap 60g (germicidal)	20	Pieces
MONTHLY	Bleach	25	Galloon
MONTHLY	Deodorant Cake (50 grams)	100	Pieces
MONTHLY	Dishwashing Liquid	10	Galloon
MONTHLY	Dishwashing Pad (w/ Foam) 3"x 4"	20	Pieces
MONTHLY	Dishwashing Pad (No Foam) 4" x 5"	20	Pieces
MONTHLY	Disinfectant - Liquid (lemon)	10	Galloon
MONTHLY	Disinfectant - Spray (170g)	30	Can
MONTHLY	Fly/Mouse Paper Trap	25	Sheet
MONTHLY	Furniture Polish 160g (in can)	15	Can
MONTHLY	Garbage Bag XXL Large (37"x40") (biodegradable) zip tie, heavy duty & thick (200pcs./bundle)	15	Bundle

MONTHLY	Garbage Bag small (18"x20") (biodegradable) zip tie, heavy duty & thick (1,000pcs./bundle)	2	Bundle
MONTHLY	Insect Killer Spray 550 ml	20	Can
MONTHLY	Laundry Bar Soap 130g	30	Pieces
MONTHLY	Liquid Hand Soap	10	Galloon
MONTHLY	Polishing Pad (white)	3	Pieces
MONTHLY	Polishing Pad (black)	3	Pieces
MONTHLY	Polishing Pad (green)	3	Pieces
MONTHLY	Powder Cleanser 500g	20	Plastic Bottle
MONTHLY	Powder Soap	24	Kilo
MONTHLY	Stick Broom (at least 4" in diameter)	100	Pieces
MONTHLY	Tissue Paper (200 meters per roll)	1045	Rolls
MONTHLY	Tissue Paper (2ply, 500 sheets per roll)	575	Rolls
MONTHLY	Face Mask Disposable	20	Pieces
MONTHLY	Toilet Bowl Cleaner (TBC)	15	Galloon
EVERY OTHER MONTH	Pranela (1/8 cut of a yard)	20	Yard
EVERY OTHER MONTH	Round Rugs - cotton	20	Kilo
EVERY OTHER MONTH	Spray Gun regular (500ml)	25	Pieces
EVERY OTHER MONTH	Soft Broom (at least 3cm. side thickness)	35	Pieces
EVERY OTHER MONTH	Steel Wool (16pc/tube)	10	Tube
QUARTERLY	Ceiling Broom (bamboo handle)	15	Pieces
QUARTERLY	Door Mat Cloth	30	Pieces
QUARTERLY	Hand Brush (small)	30	Pieces
QUARTERLY	Hand Gloves (knitted cloth)	10	Pair
QUARTERLY	Mop Heads - cotton 400g.	60	Pieces
QUARTERLY	Nylon String for Grass Cutter (size will depend on the requirements of the grass cutter to be provided by the contractor)	5	rolls
QUARTERLY	Steel Brush	12	Pieces
QUARTERLY	Push Brush-12" width (w/ wooden handle)	12	Pieces

QUARTERLY	Toilet Bowl Brush (wire/wood handle) (atleast 1 Pieces/CR)	40	Pieces
TRIMESTRAL	Feather Duster	5	Pieces
TRIMESTRAL	Dirt Trap Mat w/ edging (600mm x 800mm)	10	Pieces
TRIMESTRAL	Hand Gloves (ordinary - rubber)	20	Pair
TRIMESTRAL	Chlorine	30	Kilo
TRIMESTRAL	Mop Handle 4ft. (Aluminum Handle w/ rubber)	10	Pieces
SEMESTRAL	Face Shield	20	Pieces
SEMESTRAL	Reusable Gown (PPE)	20	Pieces
SEMESTRAL	Rubber Boots	20	Pieces
SEMESTRAL	Wooden Broom Stick Handle	10	Pieces
SEMESTRAL	Dust Pan Big Heavy Duty for Perimeter	6	Pieces
YEARLY	Dust Mop Handle (Aluminum)	3	Pieces
YEARLY	Dust Pan for office use (Plastic) - large	34	Pieces
YEARLY	Plastic Trash Bin 9L (small)	30	Pieces
YEARLY	Ref Towel (for Dormitories)	12	Pieces
YEARLY	Spatula - heavy duty (stainless with handle)	10	Pieces
YEARLY	Stainless Steel Glass Scrape (45cm)	5	Pieces
YEARLY	Water Pails/Utility Pails (10 liters), Plastic	40	Pieces
YEARLY	Toilet Pump (red for toilet) big	90	Pieces
YEARLY	Toilet Pump (green for sink) small	15	Pieces
	<i>(for garden supplies)</i>		
QUARTERLY	Garden Soil w/ nutrients (12 kilos / sack)	20	Sack
QUARTERLY	Garden Soil ordinary (17 kilos / sack)	50	Sack
QUARTERLY	Garden Pot w/ saucer # 4	50	Pieces
QUARTERLY	Garden Pot w/ saucer # 6	25	Pieces
QUARTERLY	Garden Pot w/ saucer # 8	50	Pieces
QUARTERLY	Garden Pot w/ saucer #11	25	Pieces

QUARTERLY	Garden Pot w/ saucer #14	50	Pieces
QUARTERLY	Malathion	2	Liter
QUARTERLY	Ornamental Plants 3 ft. in height with Pots (ex. five fingers, angel plant, palmera, san francisco, santan or any indoor plants or flowering plants)	25	Pieces
QUARTERLY	Turton	1	Liter
YEARLY	14-14-14 Fertilizer	25	Kilo
YEARLY	Urea Fertilizer	25	Kilo

*** CD - Contract Duration**

<i>Janitorial Equipment/Tools and Other Materials (to be rented for the Contract Duration (CD))</i>			
*CD	Aluminum Ladder (10 feet)	2	unit
*CD	Aluminum Ladder (5 feet)	2	unit
*CD	Gasoline Chain Saw, between 20 -30" blade	2	unit
*CD	Extension Cord (3 ft each)	12	unit
*CD	Floor Polisher Model 16" (Heavy Duty)	3	unit
*CD	Grass Cutter (Gas Operated)	6	unit
*CD	High Pressure Washer	4	unit
*CD	Pesticide Sprayer 16L metal/stainless (backpack type)	1	unit
*CD	Kartilya / Wheel borrow (buggy type) (2 ft. depth)	3	unit
*CD	Metal Scaffolding (15 meters high)	2	set
*CD	Mop Bucket/Wringer (36 quarts)	17	unit
*CD	Plastic Drum with Cover & Lock 150L (for emergency water shortage - CRs)	28	Pieces
*CD	Plastic Trash Bins with wheel square 250L (for Garbage Collections)	5	unit
*CD	Push Cart (300KG Capacity, Folding Platform Hand Truck Trolley Cart Transport Flat Bed)	13	units

*CD	Shopping Cart (100 Liters capacity)	2	units
*CD	Vacuum Cleaner (Wet and Dry Type)	2	unit
*CD	Water Hose heavy duty 1/2" (90 meters / set) with complete accessories	4	set
*CD	Wet Floor Caution Sign	20	Pieces

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

- (e) 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**
- (f) 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**
- (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) 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

- (j) 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**

- (k) 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

- (l) 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.

II. FINANCIAL COMPONENT ENVELOPE

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

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

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

Section IX. Bidding Forms

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

Bid Form

Date: _____

Project Identification No.: _____

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

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

If our Bid is accepted, we undertake:

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

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

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

For Goods Offered from Within the Philippines

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

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

Name: _____

Legal Capacity: _____

Signature: _____

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

Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Contract Agreement Form for the Procurement of Goods (Revised)

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

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and**

Warranty Security, shall likewise form part of the Contract.

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

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

_____ [Insert Name and Signature]	_____ [Insert Name and Signature]
_____ [Insert Signatory's Legal Capacity]	_____ [Insert Signatory's Legal Capacity]
for:	for:
_____ [Insert Procuring Entity]	_____ [Insert Name of Supplier]

Acknowledgment

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)

CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

6. [Select one, delete the rest:]

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

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

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

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

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

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

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

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

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

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

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

Performance Securing Declaration (Revised)

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

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

PERFORMANCE SECURING DECLARATION

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

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

I/We, the undersigned, declare that:

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

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

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

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

**Statement of All On-Going Government and Private Contracts,
Including Contracts Awarded but Not Yet Started, Whether Similar
or Not Similar in Nature and Complexity to the Contract to be Bid**

Business Name: _____

Business Address: _____

A. Government

Nature of Contract (Project Title)	a. Owner's Name		Project Cost	Bidder's Role		a. Date Awarded		% of Accomplishment		Value of Outstanding Works (Undelivered Portion)
	b. Address			Description	%	b. Date Started		Planned	Actual	
	c. Contact Nos.					c. Target Date of Completion				
1.	a.					a.				
	b.					b.				
	c.					c.				
2.	a.					a.				
	b.					b.				
	c.					c.				

B. Private

Nature of Contract (Project Title)	a. Owner's Name		Project Cost	Bidder's Role		a. Date Awarded		% of Accomplishment		Value of Outstanding Works (Undelivered Portion)
	b. Address			Description	%	b. Date Started		Planned	Actual	
	c. Contact Nos.					c. Target Date of Completion				
1.	a.					a.				
	b.					b.				
	c.					c.				
2.	a.					a.				
	b.					b.				
	c.					c.				

*Note: The following documents must be available upon request of the Bids and Award Committee (BAC) or designated Technical Working Group (TWG) during Post-Qualification to support this statement: (a) **Contract or Purchase Order**, (b) **Official Receipt(s) or Sales Invoice** or (c) **User's Certificate of Acceptance/Completion***

Name of Bidder: _____

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Statement of Single Largest Completed Contract (SLCC) Similar to the Contract to be Bid

Business Name: _____

Business Address: _____

Nature of Contract (Project Title)	a. Owner's Name	Project Cost	Bidder's Role		a. Date Awarded
	b. Address		Description	%	b. Date Started
	c. Contact Nos.				c. Date Completed
	a.				a.
	b.				b.
	c.				c.

Note: *The following documents must be attached to support this statement: (a) Official Receipt(s) or Sales Invoice or (b) User's Certificate of Acceptance/Completion*

Name of Bidder: _____

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____