

PHILIPPINE BIDDING DOCUMENTS

**NATIONAL ELECTRIFICATION
ADMINISTRATION**

Procurement of One (1) Year
Obligational Janitorial and Maintenance
Services Requirement (Including
Supplies and Materials) for the NEA
Building
(FY 2023- 2024)

NEA IB No. 2022-02 EPA

**Sixth Edition
July 2020**

Preface

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

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

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

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

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

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

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



**INVITATION TO BID
FOR
Procurement of One (1) Year Obligational Janitorial and
Maintenance Services Requirement (Including Supplies and
Materials) for the NEA Building**

1. The *National Electrification Administration (NEA)*, through the 2023 *Corporate Operating Budget* intends to apply the sum of **Eight Million One Hundred Fifty-Six Thousand Four Hundred Fifty-Nine and Eighty-Eight Hundredths Pesos (Php8,156,459.88)** being the ABC to payments under the contract for **Procurement of One (1) Year Obligational Janitorial and Maintenance Services Requirement (Including Supplies and Materials) for the NEA Building (NEA IB No. 2022-02 EPA)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *National Electrification Administration (NEA)* now invites bids for the above Procurement Project. Delivery of the Goods is required by *15 calendar days from receipt of Notice to Proceed*. Bidders should have completed, within **five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 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 *National Electrification Administration (NEA)* and inspect the Bidding Documents at the address given below during **Monday to Friday, 8:00 A.M to 5:00 P.M.**
5. A complete set of Bidding Documents may be acquired by interested Bidders on **November 22, 2022** at the address and time stated above.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of Procuring Entity. However, the Bidders shall pay the applicable fee of **Ten Thousand Pesos (PhP10,000.00)** for the Bidding Documents not later than the submission of their bids.

6. The *National Electrification Administration (NEA)* will hold a Pre-Bid Conference on **November 29, 2022 at 9:00 AM** at **NEA Bldg., 57 NIA Road, Government Center,**

Diliman, Quezon City and/or through video conferencing or webcasting via Zoom which shall be open to prospective bidders. Zoom details shall be given to all prospective bidders who will submit an intent to join the pre-bid conference at email address nea.bac.secretariat9184@gmail.com on or before ***November 28, 2022***.

7. Bids must be duly received by the BAC Secretariat at the address below, through manual submission at the office address indicated below, on or before ***December 12, 2022 at 9:00 AM***. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on ***December 12, 2022 at 9:05 AM*** at the given address below and/or via **Zoom**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. This Procurement is undertaken through Early Procurement Activities (EPA) of the goods and services for procurement for the FY 2023.
11. Thus, this EPA shall be governed by GPPB Circular No. 06-2019 dated 17 July 2019, which shall include, but not limited to the:

a. rules and procedure of EPA:

The conduct of EPA from posting to recommendation of the BAC to the HoPE as to the award of the contract shall observe the mandatory timelines set forth in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act No. (RA) No. 9184, including the period for re-bidding which shall be within fifteen (15) days after each declaration of failure of bidding, which may be extended up to thirty (30) days upon approval of the HoPE.

b. fixed price rule in procurement

No changes shall be made on the Contract Price by reason of escalation in currency. Any adjustment in Contract Price shall be done in accordance with guidelines provided by law.

c. extension of the bid validity and security

The validity of their bidders' bid securities shall be beyond one hundred twenty (120) calendar days, prior to their expiration, if the funding source for the Procurement Project has yet to be approved and made effective. A change in the form of the bid security is allowed if this is made prior to the expiration of the bid validity sought to be extended. If the bidder refuses to extend the bid validity, the NEA shall reject the bid submitted by said bidder.

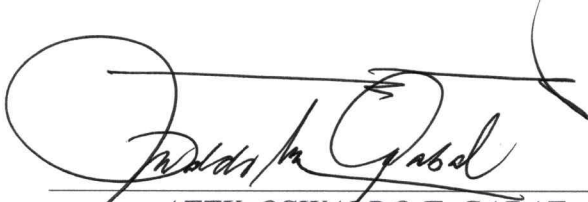
d. validity of the eligibility requirements prior to the award of contract

e. conditions of award

- i. Procurement Projects undertaken through EPA may be awarded upon approval and effectivity of the GAA, reenacted budget, appropriations ordinance, corporate budget or loan agreement, as the case may be.
 - ii. If the amount authorized for a Procurement Project has been reduced, the PE may still make an award if the contract price to be awarded is within the amount authorized in the GAA, reenacted budget, appropriations ordinance, corporate budget, or loan agreement regardless of the posted ABC.
 - iii. The HoPE shall not award any Procurement Project if the amount therefor has been withdrawn or in the event the amount authorized in the GAA, reenacted budget, appropriations ordinance, corporate budget, or loan agreement is lower than the amount of contract to be awarded.
 - iv. In all instances, the HoPE has the authority to exercise the reservation clause under Section 41 of RA No. 9184, which grants the HoPE the right not to award the contract if, for any justifiable and reasonable ground, the award of the contract will not redound to the benefit of the government.
- f. date of earliest delivery.
12. The *National Electrification Administration (NEA)* 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.
13. For further information, please refer to:
- ATTY. OSWALDO F. GABAT**
Chairperson, Bids and Awards Committee (BAC)
c/o NEA-BAC Secretariat
National Electrification Administration (NEA)
57 NIA Road, Government Center, Diliman, Quezon City
E-mail address: nea.bac.secretariat9184@gmail.com
Tel. No.: 8929-1909 local 184
Direct Line: 8925-5915
14. You may visit the following websites:

For downloading of Bidding Documents: *nea.gov.ph* and *philgeps.gov.ph*

November 22, 2022



ATTY. OSWALDO F. GABAT
Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *National Electrification Administration (NEA)* wishes to receive Bids for the *Procurement of One (1) Year Obligational Janitorial and Maintenance Services Requirement (Including Supplies and Materials) for the NEA Building* with identification number *NEA IB No. 2022-02 EPA*.

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 2023 in the amount of *Eight Million One Hundred Fifty-Six Thousand Four Hundred Fifty-Nine and Eighty-Eight Hundredths Pesos (Php8,156,459.88)*.

2.2. The source of funding is the Corporate Funds.

GOCC and GFIs, the proposed Corporate Operating Budget.

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

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address *at 2nd HESA, NEA Building, 57 NIA Road, Government Center, Diliman, Quezon City* and/or through videoconferencing /webcasting} as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *five (5) years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;

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

13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in:
- a. 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 ***120 days from the date of bid opening***. 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 Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.

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

19.4. The Project shall be awarded as follows:

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

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

20. Post-Qualification

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

21. Signing of the Contract

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	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. <i>Contracts for Obligational Janitorial and Maintenance Services Requirement (Including Supplies and Materials).</i> b. completed within 5 years prior to the deadline for the submission and receipt of bids.
7.1	<i>Subcontracting is not allowed.</i>
12	The price of the Goods shall be quoted DDP Quezon City, Philippines or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than ₱163, 129.19 [2% of ABC], 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 ₱ 407, 822.99 [5% of ABC] if bid security is in Surety Bond.
19.3	<i>Procurement of One (1) Year Obligational Janitorial and Maintenance Services Requirement (Including Supplies and Materials) for the NEA Building with an ABC of Php8,156,459.88</i>
20.2	<i>No further instructions.</i>
21.2	<i>No further instructions.</i>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project. In addition to tests in the **SCC**, **Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

The warranty provision indicated in the Terms of Reference (TOR)

- 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><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered in the National Electrification Administration. 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 <i>Engr. Hernando N. Gabotero</i>.</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> <p><i>Select appropriate requirements and delete the rest.</i></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>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>f. Other requirements specified in the Terms of Reference</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> 1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and 2. in the event of termination of production of the spare parts: <ol style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the costs thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>one (1) year</i>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>one (1)</i> month of placing the order.</p>
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	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p><i>[If partial payment is allowed, state]</i> “The terms of payment shall be as follows: Bi-monthly or a monthly basis upon receipt of billing statement and other required documents</p>
4	<p>The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i></p> <p><i>1. NEA shall have the right to inspect and/or conduct performance audit to confirm the CONTRACTOR’s conformity with the provisions of the Contract and specifications.</i></p> <p><i>2.The CONTRACTOR shall allow NEA’s duly appointed inspectors/auditors free access to records, documents and facilities for inspection and audit. It shall likewise provide any and all relevant information as may be required by NEA.</i></p>

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	<i>Procurement of One (1) Year Obligational Janitorial and Maintenance Services Requirement (Including Supplies and Materials) for the NEA Building.</i> <i>Twenty-Four (24) personnel</i>	24 personnel	24 personnel	One (1) Year contract to be commenced upon receipt of Notice to Proceed
2	<i>Tools and Equipment</i>			
	Heavy-Duty Single Disc Floor Polisher	7 units	7 units	
	Flat Cart	7 units	7 units	
	Mop Bucket with Wringer	14 units	14 units	
	Wheel Barrow with Metal Rubber Wheels, Heavy Duty	1 unit	1 unit	
	Wet/Dry Vacuum Cleaner	2 units	2 units	
	High Pressure Portable Washer	2 units	2 units	
	Caution Sign with Accessories	14 units	14 units	
	Garden Hose, 50 meters with portable reel	1 unit	1 unit	
	<i>LANDSCAPE MAINTENANCE/GARDENERS COMMON TOOLS</i>			
	Shovel metal	2 pcs	2 pcs	
	Hand Spade/Soil Cultivator	2 pcs	2 pcs	
	Jungle Bolo	1 pc	1 pc	

	<i>Monthly Supplies</i>			
	Air Freshener	16 tubes	16 tubes	
	Liquid Hand Soap	10 gals	10 gals	
	Furniture Shine/Polish	16 tubes	16 tubes	
	Detergent Washing Powder	15 kgs	15 kgs	
	Bleach	5 gals	5 gals	
	Dish Washing Liquid	35 gals	35 gals	
	Plastic Garbage Bag, Big	1000pcs	1000pcs	
	Plastic Garbage Bag, Small	1000pcs	1000pcs	
	Steel Wool	12 packs	12 packs	
	Complete Wax	24 gals	24 gals	
	All Purpose Cleaner	12 gals	12 gals	
	Toilet Bowl Cleaner	12 gals	12 gals	
	Rugs (Flanella)	40 pcs	40 pcs	
	Muriatic Acid	5 gals	5 gals	
	Deodorant Cake	256 pcs	256 pcs	
	Glass Cleaner	15 gals	15 gals	
	Insecticide Spray	15 canisters	15 canisters	
	Stopa Rug	5 kls	5 kls	
	Wax Stripper	24 gals	24 gals	
	Liquid Sosa	5 gals	5 gals	
	Rubber Gloves	20 pairs	20 pairs	
	Safety Gloves, Cloth	6 pairs	6 pairs	
	<i>Quarterly Supplies</i>			
	Mop Heads	20 pcs	20 pcs	

	Soft Broom	20 pcs	20 pcs	
	Polishing Pad	20 pcs	20 pcs	
	Stripping Pad	20 pcs	20 pcs	
	Hand Brush	20 pcs	20 pcs	
	Broom Sticks	20 pcs	20 pcs	
	<i>Annual Supplies</i>			
	Mop Handle	20 pcs	20 pcs	
	Spray Gun	20 pcs	20 pcs	
	Dust Pan	20 pcs	20 pcs	
	Toilet Pump	66 pcs	66 pcs	
	Toilet Bowl Brush	66 pcs	66 pcs	
	Water Pail	20 pcs	20 pcs	
	One-Time Supplies			
	Safety Shoes	4 pairs	4 pairs	
	Safety Harness	6 pcs	6 pcs	
	Safety Goggles	4 pcs	4 pcs	
	Safety Mask	4 pcs	4 pcs	
	Rain Coats	6 pcs	6 pcs	
	Rain Boots	6 pair	6 pair	
	Hard Hat	6 pcs	6 pcs	

I hereby certify to comply and deliver all of the above requirements.

Conforme : _____
(Printed Name/Signature of the Bidder/Authorized Representative)

Designation : _____

Company : _____

Date : _____

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
1.	Stability of the Company	
	<p>a) Year of Experience – Has been in the business for five (5) years – Has provided janitorial services to government and financial institution – Bidder shall submit certification under oath of list of contracts completed for the past five (5) years.</p> <p>b) Liquidity of the Contractor – Submit Audited Financial Statement for CY 2020 – 2021 duly stamped received by BIR or its duly accredited and authorized institutions) – Computation: Current Assets over Current Liabilities. The ratio should be at least 3:1 based on 2020 – 2021 Audited Financial Statements</p> <p>c) Organizational Set-up – Submit a certification under oath of an updated copy of Company profile, list of key officials, incorporators or stockholders.</p>	
2.	Resources	
	<p>a) Number & Kind of Cleaning Equipment – Submit an undertaking on the ownership of the equipment – Submit an undertaking on the adequacy of supply for one (1) month</p> <p>b) Number of Janitorial/Supervisors – Submit certification under oath of its janitorial services (supervisor and staff) deployed to client for CY 2021 to 2022</p>	
3.	Housekeeping Plan	
	<p>a) Scope of work should be both exterior and interior parts of the building – NEA Bldg.</p> <p>- Submit proposed housekeeping plan for NEA</p>	
4.	Other factors	
	<p>a) Recruitment & Selection Criteria – Submit company policy on recruitment/ selection criteria of supervisors and janitors</p> <p>b) Accessibility Submit sketch/map of office going to NEA</p> <p>c) Benefits entitled to Janitor/Supervisor – Submit certification under oath of the additional benefits entitled for Janitors and Supervisors to be deployed in the NEA.</p>	

I hereby certify to comply and deliver all of the above requirements

Conforme : _____
(Printed Name/Signature of the Bidder/Authorized Representative)

Designation : _____

Company : _____

Date : _____

OTHER MATTERS:

1. SCOPE OF WORKS

1.1. Sanitation/Housekeeping and Other Janitorial/Utility Related Works

1.1.1. Daily Routine Works:

- 1.1.1.1. Clean and maintain in tidy condition at all times all the facilities mentioned above including office/work areas, all comfort rooms, wash rooms, function/conference rooms, basement and outside parking areas, landscaped/open grounds and all other facilities within the said building that require sanitation/housekeeping services which include but not limited to sweeping, washing, mopping, dusting, polishing/scrubbing of all areas concerned. Critical areas such as lobbies, main stairways, comfort rooms, wash rooms and corridors must be served continuously to guarantee cleanliness throughout the day.
- 1.1.1.2. Regular deep cleaning, deodorizing, disinfecting of comfort rooms, wash rooms, pantries and kitchen continuously even during hours of public use to maintain its cleanliness throughout the day.
- 1.1.1.3. Cleaning, dusting of all furniture, fixtures, equipment and/or appliances in all areas and ensure its functionality regularly.
- 1.1.1.4. Emptying and cleaning of waste cans/baskets and disposal of its garbage properly.
- 1.1.1.5. Switching off of all lighting fixtures when not in use and report areas where illumination is necessary.
- 1.1.1.6. Checking, clearing and arranging of function/conference rooms before and after meetings.
- 1.1.1.7. Checking and closing of all windows and doors, unused lights and faucets at comfort rooms, wash rooms and other responsibility areas before retiring at 6:00 p.m.
- 1.1.1.8. Report necessary repair works in their areas to **NEA's** authorized representative/s immediately.
- 1.1.1.9. Perform other duties as may be required/assigned from time to time with respect to janitorial, sanitation and utility works.

1.1.2. Weekly Routine Activities:

- 1.1.2.1. Perform deep cleaning activities which includes washing, refinishing, waxing and polishing of floors at all office work areas, function/conference rooms, comfort rooms, wash rooms and other hard to reach areas.

- 1.1.2.2. Washing, cleaning and scrubbing of roof decks, covered walkways, stairways, parking areas, interior and exterior walls of **NEA** Building.
- 1.1.2.3. Thorough cleaning of outside and inside surface of all glass walls of the buildings.
- 1.1.2.4. Vacuuming of all chairs, furniture, floors and walls, including all hard to reach areas.
- 1.1.2.5. Cleaning of window blinds.
- 1.1.2.6. Polishing of all metal rims, reception tables and stair railings.
- 1.1.2.7. Shampooing with approved brand of all carpet and fabric upholstered furniture as scheduled.
- 1.1.2.8. Washing and cleaning of all lighting diffusers.

1.2. Indoor and Outdoor Landscape/Gardener Maintenance Activities

1.2.1. General Activities:

- 1.2.1.1. Daily cleaning of premises, open spaces, landscaped areas and all parking areas by sweeping and proper clearing of wastes.
- 1.2.1.2. Daily watering of all plants at the landscape area, covered grass and indoor area including weeding and cultivating of garden soil to improve drainage.
- 1.2.1.3. Trimming, pruning and removing of dried leaves, branches of ornamental plants inside the building and those trees at the landscape area including removing of waste and stagnant waters on pots and plant boxes as may be needed.
- 1.2.1.4. Disposal of garden waste and all debris every day.
- 1.2.1.5. Provide plant set-up at key areas of the office as well as during corporate activities or exhibits as may be directed including replacement of plants set-ups/display from time to time. Prepare dish gardens, potted plants for display and/or replacement of the same for key areas.
- 1.2.1.6. Regular cleaning of waste depot area as designated by **NEA** while waiting for its hauling/disposal. See to it that there will be no filling of waste. Disposal of waste shall be made every day.
- 1.2.1.7. Application of fertilizer and plant nutrients to all landscaped and indoor plants. Spraying of insecticide, pesticide, fungicide chemical on shrubs if necessary.

1.2.2. Garbage Disposal and Collection

- 1.2.2.1. Collect trash twice a day from Monday to Saturday and/or as often as needed.
- 1.2.2.2. Trash shall be collected from all pick-up points and specified temporary trash collection areas before disposing to permanent dumping area as provided by the **CONTRACTOR**.
- 1.2.2.3. **CONTRACTOR** shall see to it that all collected garbage shall be disposed/collected within the day either to their maintained temporary dumping area outside **NEA** Building premises or thru the regular collection schedule by the local government. All collection charges shall be the responsibility of the **CONTRACTOR**.
- 1.2.2.4. Clean all trash cans inside and outside after trash collection by washing if necessary every after the collection.
- 1.2.2.5. Trash cart shall be covered with suitable net to prevent collected garbage to litter.

1.3. Allied Manpower Services Activities

1.3.1. Carpenters/Masons/Tile Setters/Welders/Painters

- 1.3.1.1. Provides assistance in the carpentry, masonry services, paint jobs and tiling services in the rehabilitation/renovation and maintenance of **NEA** Building and offices as well as official functions and corporate events.
- 1.3.1.2. Undertake repairs on office equipment and facilities such as cabinets, partitions, shelves, tables and the like.
- 1.3.1.3. Undertake repair works, emergency carpentry works and other maintenance activities of the building.
- 1.3.1.4. Perform other duties as may be required/assigned from time to time with respect to facilities maintenance works.

1.3.2. Plumbers

- 1.3.2.1. Routine check-up of main water lines, reservoir, comfort rooms, wash rooms, lavatories, toilets and drainage system.
- 1.3.2.2. Repairs and replaces any damaged and clogged pipes in water lines and wastewater lines.
- 1.3.2.3. Responsible for maintenance of water pumps.
- 1.3.2.4. Lay-out installation of any additional water line requirements of **NEA** building facilities.

- 1.3.2.5. Perform other duties as may be required/assigned from time to time with respect to facilities maintenance works.

1.3.3. Wireman

- 1.3.3.1. Routine check-up of main power lines, generator set, switch boards, electrical rooms, electric motors and electrical systems.
- 1.3.3.2. Repairs and replaces any damaged and faulted power lines and its fixtures.
- 1.3.3.3. Responsible for maintenance of motor controls as well as electric motors.
- 1.3.3.4. Lay-out installation of any additional electrical line requirements of **NEA** building facilities.
- 1.3.3.5. Perform other duties as may be required/assigned from time to time with respect to facilities maintenance works.

1.3.4. Working Supervisor

- 1.3.4.1. Provides overall monitoring of the janitorial and skilled personnel activities. Conduct daily roving activities and inspection of the maintenance and cleanliness of whole building/premises. Responsible for the administrative works of their agency's concerns.

2. MANPOWER REQUIREMENTS

- 2.1. For the performance of the services specified, the **CONTRACTOR** shall provide the required number of personnel for the following:

DESIGNATED AREA	No. of Personnel
A. Janitorial Requirements	
Ground Floor	2
Second Floor (Left and Right Wing)	2
Third Floor (Left and Right Wing)	2
Fourth Floor (Left and Right Wing)	2
Fifth Floor (Left and Right Wing)	2
Sixth Floor (Left and Right Wing)	2
Seventh Floor (Left and Right Wing)	4
Roof Deck	1
Basement 1 & 2	2
Grounds	1
SUB-TOTAL	20
B. Allied Manpower Services	
Carpenter / Mason / Tile Setter / Welder / Painter	1
Plumber	1
Wireman	1

Supervisor	1
SUB-TOTAL	4
TOTAL PERSONNEL REQUIREMENT	24

3. RESPONSIBILITIES OF THE CONTRACTOR

- 3.1. The number of personnel as set for the above may increase or decrease from time to time whenever necessary. These changes shall not entitle the **CONTRACTOR** to any claim against **NEA** except for the payment of the contract price for the additional/reduced number of manpower in service. Corresponding billing shall be adjusted accordingly.
- 3.2. This contract covers deployment of janitorial personnel including supplies at **NEA** Building located at #57 NIA Road, Government Center, Diliman, Quezon City as maybe needed and determined/requested by NEA subject to necessary amendment of this contract. Computation of the Labor Cost requirement shall be in accordance with the existing Minimum Wage Order within the locality as mentioned above. Cost of materials supplies and equipment (MSE) shall follow the same terms and conditions as the original contract. The winning **CONTRACTOR** shall shoulder shipment cost of the said MSE. Details of payment scheme as well as delivery of supplies shall be covered by the subject amendment in conformity with the **CONTRACTOR**.
- 3.3. The **CONTRACTOR** shall only employ personnel who meet the following qualifications:
- 3.3.1. Male or Female
- 3.3.2. Legal age as attested by the City/Municipal Certificate of Live Birth
- 3.3.3. Physical and Mentally fit to Work as attested by a Physical/Psychological Examination Result for the personnel the **CONTRACTOR** to be assigned. This certification shall be required annually.
- 3.3.4. Of good moral character as supported by the Philippine National Police. Any misrepresentation by the **CONTRACTOR** with respect to such qualifications shall be sufficient ground for the termination/cancellation of the Contract.
- 3.3.5. Any misrepresentation by the **CONTRACTOR** with respect to such clearances, certifications, and qualifications should be sufficient ground for the cancellation/termination of the Contract.
- 3.4. The **CONTRACTOR's** personnel shall be quarterly evaluated by random employees' representative based on the following criteria which shall be 70% of the total performance rating:

Performance	50%
1. Quality of Work	
2. Quantity of Work	
3. Timeliness	
Critical Factors	50%
1. Knowledge/Skills	

2. Human Relations	
3. Work Attitude	
4. Initiative	
5. Cooperation	
6. Punctuality and Attendance	

Performance Rating System

94- 100	Excellent
87- 93	Very Satisfactory
80- 86	Satisfactory
50- 79	Unsatisfactory
0- 49	Very Poor

Note: 2 Consecutive Ratings below “Very Satisfactory”- Subject for Replacement

- 3.5. The General Services Division (GSD) shall also evaluate the **CONTRACTOR’s** personnel which shall be 30% of the total performance rating based on the following:

Performance	50%
1. Quality of Work	
2. Quantity of Work	
3. Timeliness	
Critical Factors	50%
1. Knowledge/Skills	
2. Human Relations	
3. Work Attitude	
4. Initiative	
5. Cooperation	
6. Punctuality and Attendance	

Performance Rating System

94- 100	Excellent
87- 93	Very Satisfactory
80- 86	Satisfactory
50- 79	Unsatisfactory
1- 49	Very Poor

Note: 2 Consecutive Ratings below “Very Satisfactory”- Subject for Replacement

- 3.6. **NEA** reserves the right to retain the existing personnel assigned at areas that are of security importance and requires experience and knowledge in the daily operation requirements of **NEA** office.
- 3.7. The **CONTRACTOR** shall inform in writing their commencement of the Contract on the first day of their work. The **CONTRACTOR** shall submit in writing the list

of regular personnel including the reliever personnel subject to conformity and agreement of **NEA** authorized representative. Should there be any changes in their official line-up of personnel, an appropriate Conforme Letter should validate the changes.

- 3.8. Deployment/work schedule should be in such manner that there will be available manpower/personnel throughout the day until 6:00 PM, if necessary subject to approval/confirmation of **NEA**. The **CONTRACTOR's** supervisor shall see to it the work assignments are strictly followed. All assigned personnel shall have their permanent work assignments but may be reshuffled by **NEA** authorized representative every six months, except the staff in the Office of the Administrator, and whenever necessary, may direct the **CONTRACTOR** to perform regular work herein contracted.
- 3.9. All absences, tardiness and under time shall be deducted from the labor cost of the **CONTRACTOR's** billing. Since these actions affect not only the **CONTRACTOR** but **NEA** as well, thus **NEA** authorized representative may direct the **CONTRACTOR** to remove these habitual offender/s from the list of assigned personnel.
- 3.10. Apart from the five (5) incentive leaves, janitorial personnel are allowed a maximum of five (5) days of unpaid absence and five (5) incidences of tardiness/under time. Any janitorial staff who is absent for two (2) consecutive days shall be required to submit a medical certificate issued by a government physician.
- 3.11. Any janitorial personnel who shall incur more than five (5) unpaid absences, three (3) consecutive absences and three (3) consecutive tardiness/under time per semester shall be subject for replacement.
- 3.12. The Daily Time Record Card (DTR Card) shall be properly filled up for each assigned personnel and shall be punched in/out individually on the appropriate portion of the clock. The **CONTRACTOR** authorized representative shall submit to **NEA** these DTR Cards after 15th and the end of each month, together with the **CONTRACTOR** billing.
- 3.13. Furthermore, no janitorial personnel shall leave the **NEA** premises without approval from the **NEA** authorized representative. Absence from the workplace anytime during work hours shall be deducted from labor cost. Hence, valid employee's pass issued by the GSD shall be surrendered to the lobby guard on duty to avoid deductions.
- 3.14. **CONTRACTOR** personnel shall be in complete uniform proper identification card at all times. This item shall be provided by the **CONTRACTOR** to all assigned personnel and at no cost to **NEA**.
- 3.15. Alternate/reliever shall not be allowed to assume duties of the regular personnel unless written notification duly received, evaluated and confirmed by the **NEA** authorized representative. Said alternate personnel shall have likewise complied with all the hiring requirements of the **CONTRACTOR**.

- 3.16. Similarly, the **CONTRACTOR**, upon the advice of **NEA**, shall replace any of its personnel whose performance does not meet **NEA's** satisfaction, found to commit actions prejudicial to the interest/image of the **NEA** and **CONTRACTOR** personnel has neglected his/her duties that is detrimental to the safety, security of life and property of **NEA**.
- 3.17. The **CONTRACTOR** warrants, subject to the provision of the Contract for the period of ONE (1) YEAR that the Work furnished by the **CONTRACTOR** shall be in accordance with **NEA** specifications. During the said period, **NEA** shall notify the **CONTRACTOR** in writing within twenty-four (24) hours of any observed deficiencies in the work.
- 3.18. The **CONTRACTOR** shall perform such remedial or corrective measures/actions as may be agreed upon with **NEA** as necessary and adequate to meet such obligations and/or provisions. Deliberated and unreasonable failure of the **CONTRACTOR** to remedy or correct reported deficiency shall constitute sufficient ground for rescission/termination of the contract.
- 3.19. The **CONTRACTOR** shall be answerable or accountable for any accident, or any kind of injury or death, which may occur to any employee of the **CONTRACTOR** during the time and consequence to the performance of the work.
- 3.20. The **CONTRACTOR** shall be responsible for payment of all indemnities arising out of any labor accident which may occur in the course of work and for which he may be responsible under the pertinent labor law more particularly Presidential Decree No. 442, as amended otherwise known as the Labor Code of the Philippines and such other pertinent laws and applicable hereto.
- 3.21. The **CONTRACTOR** shall provide signs and barriers and maintain same during the course of work to effectively prevent any accident in the consequence of work. These items, although the property of the **CONTRACTOR**, shall be presented for inspection on the first day of work. Otherwise, work shall not be allowed to commence.
- 3.22. The **CONTRACTOR** shall be responsible for the safety and health/life of its employees and shall do all means to protect or prevent causes that would be detrimental to the employees and the public. They shall provide the necessary safety and sanitation gadget and paraphernalia such as mouth respirator, ear muff, gloves, goggles, etc.
- 3.23. The **NEA** shall in no manner be answerable or accountable for any accident, injury of any kind or death which may occur to any employee of the **CONTRACTOR** during the time of the performance of the work/task consequential to this Contract.
- 3.24. The **CONTRACTOR** shall see to it that these employees strictly observe the laws of the Philippines relative to their operations under the Contract.
- 3.25. The **CONTRACTOR** shall, upon recommendation and request of **NEA**, replace its erring employees who are inefficient and negligent in the performance of their duties. The replacement personnel shall also be subject to acceptance by **NEA**.

3.26. **NEA**, upon written notice to the **CONTRACTOR**, shall not accept continued services of undesirable and/or inefficient worker.

3.27. Allied Manpower Qualification Standards

Position	Qualification Standards
Working Supervisor	Trade school graduate with TESDA National Certification (NC II) and with at least 5 years' administrative experience
Carpenter / Mason / Tile Setter / Welder / Painter	High School Graduate, with five (5) years' experience
Plumber	High School Graduate, with five (5) years' experience and with TESDA National Certificate (NC II)
Electrician	High School Graduate, with five (5) years' experience and with TESDA National Certificate (NC II)

4. LABOR COST COMPUTATION

4.1. The position for bids is classified into three (3) salary levels: Level A, B and C where the lowest level (Level C) receives the minimum wage salary as set forth in Wage Order laws. Other level shall have the corresponding position and wage level structure set hereunder. This is in accordance to the law to effectively obliterate the distinctions embodied in such wage difference based on skills.

Wage / Position Level	Position Title	Minimum Wage / Day
Level A	Working Supervisor	Php 733.00
Level B	Plumber, Electrician, Carpenter, Mason, Tile Setter, Welder, Painter	Php 683.00
Level C	Janitors, Gardeners	Php 570.00

4.2. The **CONTRACTOR** shall refer to the following computation for the basis of standardization of all labor cost composition, including other obligation such as SSS, Philhealth, State Insurance Fund (ECC) and Pag-ibig, for the supply of manpower service requirements of **NEA**.

Labor Cost Computation based on DOLE Handbook Workers' Statutory Monetary Benefits

Estimated Equivalent Monthly Rate (EEMR) = (ADR x 313 days) / 12 months

Applicable daily wage rate (ADWR) x total equivalent number of days per year
12 months

Total Equivalent Number of Days per Year, for Janitors/Gardeners/Skilled

295.00 days	=	ordinary working days/year
12.00 days	=	regular holidays
6.00 days	=	<u>Special non-working days*</u>
313.00 days		

**The six (6) National Special Holidays are EDSA People Power Revolution Anniversary, Black Saturday, Ninoy Aquino Day, All Saints Day, Feast of Immaculate Conception of Mary, Last Day Of the Year*

Monthly Breakdown of Labor (in Peso Value)

4.2.1.	Basic Salary (RA 6727)	=	Daily Rate x total equivalent no. of days
4.2.2.	13 th Month Pay	=	Basic Salary / 12
4.2.3.	Employee's Contribution	=	SSS, Philhealth, Pag-ibig, ECC Table of contribution payment schedules. Based on Basic Salary
4.2.4.	Incentive Leave (5 days)	=	(Daily Rate / day x 5) / 12
4.2.5.	Uniform Allowance	=	Php 1,500.00

Cost Estimate for the Procurement of Janitorial and Skilled Works Services

Particulars	Daily Minimum Wage Level A	Daily Minimum Wage Level B	Daily Minimum Wage Level C
Basic Daily Wage (DW)	₱ 733.00	₱ 683.00	₱ 570.00
Particulars	WORK SCHEDULE		
	6 days 8 hours work/day (8 AM - 5 PM) Level A	6 days 8 hours work/day (8 AM - 5 PM) Level B	6 days 8 hours work/day (8 AM - 5 PM) Level C
No. of days/year	313.00	313.00	313.00
Average Pay per Month (DW x no. of days per yr/12)			
13th Month Pay (Ave. Pay/mo / 12)			
5 Days Incentive Pay (DW x 5/12)			
Uniform Allowance (Php1,500.00 / 12)			
Total Amount to Manpower (₱)			
SSS Premium			
Philhealth Contribution ((Ave. Pay/mo x 4.50%)/2)			
State Insurance Fund			
Pag-Ibig Fund			
Total Amount Directly to Govt in Favor of Manpower (₱)			

A.1 TOTAL AMOUNT TO MANPOWER & GOVT. (P)			
A.2 SUPPLIES AND EQUIPMENT (P) (@10%-15% of Item A.1)			
A.3 No. of Manpower	1	3	20
A.4 MINIMUM CONTRACT RATE - MONTHLY (P) (A.1+A.2 x A.3)			
B. AGENCY FEE (P) Administrative Overhead and Margin			
C. VALUE ADDED TAX = [(A.4+B) x 12%]			
D. NO. OF MONTHS	12	12	12
E. TOTAL BID AMOUNT (P) (A.4+B+C x D)			

5. WORKING PERIOD

5.1. The **CONTRACTOR's** personnel shall work on the regular six (6) day- schedule, eight (8) hours daily, regardless of position or nature of work, from Monday to Saturday/Sunday except Holidays/Special Holidays as cited below within 6:00 AM to 10:00 PM. **CONTRACTOR's** personnel may also be directed to report on holidays/rest days. If circumstances so warrant, to perform overtime service with due overtime compensation.

5.1.1. Non-Working / Regular Holidays & Special Non-Working Holidays for 2022

5.1.1.1. Regular Holidays

- 5.1.1.1.1. New Year's Day - January 1
- 5.1.1.1.2. Maundy Thursday - Movable Date
- 5.1.1.1.3. Good Friday - Movable Date
- 5.1.1.1.4. Araw ng Kagitingan - Monday nearest April 9
- 5.1.1.1.5. Labor Day - Monday nearest May 1
- 5.1.1.1.6. Independence Day - Monday nearest June 12
- 5.1.1.1.7. National Heroes Day - Last Monday of August
- 5.1.1.1.8. Eid'l Fitr - Movable Date
- 5.1.1.1.9. Eid'l Adha - Movable Date
- 5.1.1.1.10. Bonifacio Day - Monday nearest November 30
- 5.1.1.1.11. Christmas Day - December 25
- 5.1.1.1.12. Rizal Day - Monday nearest December 30

5.1.1.2. Special Non-working Holidays

5.1.1.2.1.	EDSA People Power Revolution Anniversary -	Monday nearest August 21
5.1.1.2.2.	Black Saturday -	Monday nearest April 16
5.1.1.2.3.	Ninoy Aquino Day -	Monday nearest August 21
5.1.1.2.4.	All Saints Day -	November 1
5.1.1.2.5.	Feast of Immaculate Conception of Mary -	December 8
5.1.1.2.6.	Last Day of the Year -	December 31

6. SALARIES AND WAGES

- 6.1. Prevailing labor laws provide that the employee is entitled to one hundred percent (100%) of daily wage even if he/she did not report to work provided that he/she is present or on leave of absence with pay on the day immediately preceding a Regular Holiday. If he/she reports for work, he/she shall be entitled to another one hundred percent (100%) as Holiday Premium or total of two hundred percent (200%) daily wage. (Art. 94 – Labor Code)
- 6.2. Wage Increase - If in case during the duration of the Contract, the DOLE shall issue order of wage increase, it shall apply to Level C employees with corresponding adjustment to the wages of level A and B employees to avoid wage distortion.
- 6.3. Premium Pay – Additional pay shall be observed during the Special Non-working Holidays. Meaning, if the employee did not report for work on the special holiday, he/she shall still be entitled to receive his daily basic pay. If he/she reports for work, h/she is entitled to an additional thirty percent (30%) premium, apart from his/her daily wage.
- 6.4. Extra Services – Other non-working days declared by the government shall be considered “no work, no pay” policy except the Five (5) Special Non-Working Holidays on National Level stated above as per Proclamation No. 555 issued on August 15, 2018 as shown in the above computation of number of work days, which is 313 days.
- 6.5. If extra services beyond regular working hours will be needed or required by **NEA**, **NEA’s** authorized representative/s may order the **CONTRACTOR** to perform such services provided that such extra services shall be made-upon thru written notice/authority from **NEA** to be duly approved by the **CONTRACTOR’s** authorized representative.
- 6.6. Night Shift Differential – Night Shift Differential refers to the additional compensation of ten percent (10%) of an employee’s regular wage for each hour of work performed between 10:00 PM and 6:00 AM.

- 6.7. Suspension of Work shall implement according to Labor Advisory No. 17 Series of 2022
- 6.8. The **CONTRACTOR** shall pay all salaries and wages to his regular and/or alternate personnel for the period 1 to 15 of the month on the 20th of the current month and for 16 to 30 of the month shall be on the 5th of the succeeding month. The salaries and wages due to all alternate personnel shall be based on the **NEA/CONTRACTOR's** Contract.
- 6.9. If salary is made thru cash payroll, payment shall always be made at **NEA's** premises where work is conducted.
- 6.10. For salary remittance thru the **ATM**, **CONTRACTOR** shall provide to **NEA** a copy of payment instructions to the bank together with copy of payroll for the applicable period on or before the scheduled payoff. **NEA** reserves the right to assign representative/s to observe payment of salaries and wages due their personnel. Delayed payment of employee's compensation shall be enough ground for the cancellation and/or termination of the existing contract and/or direct payment of the compensation of **CONTRACTOR's** employees by **NEA** at **NEA's** option.
- 6.11. The net payment of every assigned personnel shall be indicated in the pay slip wherein the following data are clearly indicated:
- 6.11.1. Company Name and Business Address;
 - 6.11.2. Name of Regular and/or Alternate Personnel and Designation;
 - 6.11.3. Payroll Period;
 - 6.11.4. Gross Pay including 13th month pay, pro-rata;
 - 6.11.5. Itemized Deduction based on **NEA/CONTRACTOR's** Contract; and
 - 6.11.6. Net Pay.
- 6.12. Deduction from salaries of personnel shall be limited to those allowed/authorized by Law. Any deduction beyond the allowed/authorized shall be clearly indicated in the payroll, explained to and concurred by the personnel. Wage increases prescribed by law thru wage orders shall be implemented by the **CONTRACTOR**, being for the benefits of its employees, and **NEA** shall reimburse to the **CONTRACTOR** the appropriate wage increase; hence the contract is deemed amended accordingly.

7. TOOLS AND WORK EQUIPMENT COMPUTATION

- 7.1. The contractor shall furnish its janitorial and gardener personnel the following work equipment/tools necessary for the type services they are to perform per **NEA** specifications for the proper maintenance and sanitation works. The required equipment shall remain to be the property of the **CONTRACTOR**.

Tools and Equipment	Unit	Quantity
Heavy-Duty Single Disc Floor Polisher	unit	7
Flat Cart	unit	7
Mop Bucket with Wringer	unit	14
Wheel Borrow with Metal Rubber Wheels, Heavy Duty	unit	1
Wet/Dry Vacuum Cleaner	unit	2
High Pressure Portable Washer	unit	2
Caution Sign with Accessories	unit	14
Garden Hose, 50 meters with portable reel	unit	1

- 7.2. All required equipment and tools shall be inspected prior to the implementation of the contract. Failure to provide all equipment and tools shall be a ground for the imposition of penalties specified in the contract. The **CONTRACTOR** shall be responsible for the proper maintenance of all its work equipment and tools. Non-working or defective equipment and damage/missing tools must be immediately serviced and/or replaced. Unavailability of equipment shall constrain **NEA** to provide the same, and shall result to the imposition of the penalty/reduction to **CONTRACTOR's** monthly billing. The **CONTRACTOR**, at his own expense, shall be responsible for repair maintenance, and operation of all equipment.

Penalty Charge Formula

$$= \left(\frac{\text{Estimated Cost of Equipment}}{313 \text{ Working Days}} \right) \times \text{No. of days Equipment is Unavailable}$$

- 7.3. The **CONTRACTOR** shall furnish its janitors and skilled personnel with basic working tools necessary for the performance of the services required. These tools are to be supplied/provided from time to time by the contractor which as shall be no cost to **NEA**. These shall not be included in the cost estimate and shall remain to be property of the **CONTRACTOR**.

JANITORIAL/SKILLED PERSONNEL COMMON TOOLS		QTY/Units of Measure
1.	Working Common Tools – (pliers, screw drivers flat and cross tip, meter tape, hammer and saw)	To be provided to skilled personnel
LANDSCAPE MAINTENANCE/GARDENERS COMMON TOOLS		QTY/Units of Measure
1.	Shovel metal	2 pcs
2.	Hand Spade/Soil Cultivator	2pcs
3.	Jungle Bolo	1 pc

8. JANITORIAL/LANDSCAPE SUPPLIES/MATERIALS COMPUTATION

- 8.1. Listed down are the materials and supplies to be provided by the **CONTRACTOR** as part of the contract to be delivered as set forth. Prior to the commencement of the

contract. **CONTRACTOR** shall provide sample of their offered supplies subject for approval. **NEA** shall have the right to reject the items if not conform with the required specifications.

A. Monthly Supplies

Janitorial Supplies/Materials	Unit	Quantity
Air Freshener	tube	16
Liquid Hand Soap	gal	10
Furniture Shine/Polish	tube	16
Detergent Washing Powder	kg	15
Bleach	gal	5
Dish Washing Liquid	gal	35
Plastic Garbage Bag, Big	pc	1000
Plastic Garbage Bag, Small	pc	1000
Steel Wool	pack	12
Complete Wax	gal	24
All Purpose Cleaner	Gal	12
Toilet Bowl Cleaner	Gal	12
Rugs (Flanella)	Pc	40
Muriatic Acid	Gal	5
Deodorant Cake	Pc	256
Glass Cleaner	Gal	15
Insecticide Spray	canister	15
Stopa Rug	kl	5
Wax Stripper	gal	24
Liquid Sosa	Gal	5
Rubber Gloves	Pair	20
Safety Gloves, Cloth	Pair	6

B. Quarterly Supplies

Janitorial Supplies/Materials	Unit	Quantity
Mop Heads	Pc	20
Soft Broom	Pc	20
Polishing Pad	Pc	20
Stripping Pad	Pc	20
Hand Brush	Pc	20
Broom Sticks	Pc	20

C. Annual Supplies

Janitorial Supplies/Materials	Unit	Quantity
Mop Handle	Pc	20
Spray Gun	Pc	20
Dust Pan	Pc	20
Toilet Pump	Pc	66
Toilet Bowl Brush	Pc	66

Water Pail	Pc	20
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D. One-Time Supplies

Materials	Unit	Quantity
Safety Shoes	Pair	4
Safety Harness	Pc	6
Safety Goggles	Pc	4
Safety Mask	Pc	4
Rain Coats	Pc	6
Rain Boots	Pair	6
Hard Hat	pc	6

8.2. The materials, supplies and equipment to be provided by the **CONTRACTOR** must conform with the prescribed specifications and quantity. The following are the prescribed delivery schedules of subject materials/supplies which shall be distributed to the **CONTRACTOR's** personnel at the GSD Office and the acknowledgement receipt also signed by the GSD representative:

8.2.1. Monthly : within the first five (5) working days of the month

8.2.2. Quarterly : within the first five (5) working days of the beginning month of the quarter

8.2.3. Annual Supplies : within the first five (5) working days upon the start of the contract. There shall be the same delivery period on the succeeding year

8.2.4. One Time Supplies : within the first five (5) working days upon the start of the contract

8.3. In the event the **CONTRACTOR** fails to deliver the required supplies, materials and equipment within the above schedule, **NEA** shall provide/procure undelivered items and charge the cost thereof including freight, rental, incidental expenses against the **CONTRACTOR**. Such amount shall be deducted from the monthly billing of the **CONTRACTOR** without prejudice to the imposition of sanction.

9. DAMAGES TO PROPERTY OF NEA

9.1. All damages to and/or loss of any property belonging to **NEA** and its employees, which is caused by failure of the **CONTRACTOR's** employee/s to take reasonable precaution, and/or illegal acts committed by the **CONTRACTOR's** employee and all deterioration and/or damages to permanent work due to accident or negligence on the part of the **CONTRACTOR's** employee/s shall be repaired/replaced by the **CONTRACTOR** without additional expense to the **NEA**.

9.2. Repairs and/or replacement shall be borne by the **CONTRACTOR** and must be acted upon within seventy-two (72) hours.

- 9.3. Should **CONTRACTOR** fail to affect the necessary repairs/replacements within the said period, **NEA** shall affect the repair or replacement and deduct the cost thereof from the **CONTRACTOR**'s billing.

10. CREDIT LINE

- 10.1. The **CONTRACTOR**, when awarded, shall be required to open a Credit Line for the duration equivalent to one (1) month salary of its personnel. Said credit line shall be used should the **CONTRACTOR**'s billing for the month is delayed so as to assure payment of salary by the **CONTRACTOR** of its employees on time, and to be replenished upon collection from **NEA**.
- 10.2. **NEA** reserves the right to inspect and verify the said credit line any time. **CONTRACTOR** shall issue an authorization to **NEA**'s authorized representative that he/she be issued a Certification by the bank as to the above-mentioned credit line, upon the **CONTRACTOR**'s request but not more than once in a month. The **CONTRACTOR** shall be required to explain in writing within forty-eight (48) hours upon receipt of notice for any clarification regarding the subject account. Delayed and/or non-submission of subject report and/or clarification letter will mean non-compliance or non-conformance with the Contract.

11. TERMS OF PAYMENT

- 11.1. The terms of payment comprising this contract shall be made on a bi-monthly or a monthly basis whichever is applicable for and in consideration of the works to be undertaken by the **CONTRACTOR**. Absences and tardiness of **CONTRACTOR**'s personnel shall be deducted from its monthly billing on the labor cost with pro-rated based on the contracted rate. The payment shall be paid upon submission to and acceptance by **NEA** of the complete documents.
- 11.2. The **NEA** shall prepare check payment for each billing statements received payable to the **CONTRACTOR** as replenishment of the withdrawals for the period and for payment for the remittances to SSS, State Insurance Fund, Philhealth and Pag-Ibig Fund and respective agency fees and other due deductions.
- 11.3. The **CONTRACTOR** shall submit monthly notarized affidavit including proof of remittance that all contributions are remitted in favor of the personnel. The following documents are hereby required in processing of claims:
- 11.3.1. First Claim
- 11.3.1.1. Certified True Copy of Contract;
 - 11.3.1.2. Original Copy of Invoice or Statement of Account (Service Invoice);
 - 11.3.1.3. Original Copy of Time Card;
 - 11.3.1.4. Signed Payroll with notation by **NEA**'s authorized representative;
 - 11.3.1.5. Certified True Copy of Notice to Proceed;

- 11.3.1.6. Certified True Copy of SSS (R5), R-3 every end of the quarter, Pag-Ibig and Philhealth remittances duly received and machine validated by Landbank of the Philippines (Original to be presented for authentication);
 - 11.3.1.7. Delivery Receipt of Materials and Supplies duly acknowledged by **NEA's** authorized representative;
 - 11.3.1.8. Attendance Sheet;
 - 11.3.1.9. Original Copy of Credit Line Certification, dated during current billing period; and
 - 11.3.1.10. **CONTRACTOR's** Affidavit of Payment of Salaries duly notarized (executed by **CONTRACTOR** attesting to payment of salaries to its personnel for a given period).
- 11.3.2. Succeeding Claims
- 11.3.2.1. Original Copy of Invoice or Statement of Account (Service Invoice);
 - 11.3.2.2. Original Copy of Time Card;
 - 11.3.2.3. Signed Payroll with notation of **NEA's** authorized representative;
 - 11.3.2.4. Delivery Receipt of Materials and Supplies duly acknowledged by **NEA's** authorized representative (first half of the month);
 - 11.3.2.5. Certified True Copy of SSS (R5 every half of the month, R-3 every end of the quarter), Pag-Ibig and Philhealth remittances duly received and machine validated by Landbank of the Philippines (Original to be presented for authentication);
 - 11.3.2.6. Attendance Sheet;
 - 11.3.2.7. Original Copy of Credit Line Certification; and
 - 11.3.2.8. **CONTRACTOR's** Affidavit of Payment of Salaries (executed by **CONTRACTOR** attesting to payment of salaries to its personnel for a given period).
- 11.3.3. Last Claim
- 11.3.3.1. Original Copy of Invoice or Statement of Account (Service Invoice);
 - 11.3.3.2. Original Copy of Time Card;
 - 11.3.3.3. Signed Payroll with notation of **NEA's** authorized representative;

- 11.3.3.4. Delivery Receipt of Materials and Supplies noted by **NEA's** authorized representative (first half of the month);
 - 11.3.3.5. Certified True Copy of SSS (R5 every half of the month, R-3 every end of the quarter), Pag-Ibig and Philhealth remittances duly received and machine validated by Landbank of the Philippines (Original to be presented for authentication);
 - 11.3.3.6. Attendance Sheet;
 - 11.3.3.7. Copy of Credit Line Certification;
 - 11.3.3.8. **CONTRACTOR's** Affidavit of Quit Claim duly notarized; and
 - 11.3.3.9. Notice of Termination.
- 11.3.4. Submission of Billing
- 11.3.4.1. The **CONTRACTOR** shall observe a proper schedule of submission of billings. Billing should be submitted within one (1) week after the bill periods (15th or 30th) or end of the month whichever is applicable or preferred by the **CONTRACTOR** subject to auditing requirement. Failure to comply with the submission schedule will result in the delay of collection and will consequently affect the prompt payment of salaries of personnel.

12. SSS, PHILHEALTH AND PAG-IBIG REMITTANCES

- 12.1. SSS remittances can be made to any Landbank of the Philippines Branch in Metro Manila or to any nearest SSS branch every second week of the succeeding quarter and a proof of monthly payment/remittance with stamp received shall be attached to their monthly billing. Philhealth and Pag-Ibig remittances can be made to any of their respective branch offices once in a month.

13. 13TH MONTH PAY/FIVE (5) DAYS INCENTIVE PAY & UNIFORM ALLOWANCE

- 13.1. **CONTRACTOR** shall include in pro rata payment of 13th month pay and clothing allowance in the monthly payroll of their employees. For the 5-day incentive pay, the **CONTRACTOR** shall execute an affidavit attesting the payment for the given period together with duly signed payroll.

14. EXTRA SERVICES

- 14.1. If extra services beyond regular working hours will be needed or required by **NEA**, **NEA's** authorized representative/s may order the **CONTRACTOR** to perform such services provided that such extra services shall be made-upon thru written notice/authority from **NEA** to be duly approved by the **CONTRACTOR's** authorized representative.

15. MAN-HOUR OFF-SETTING

- 15.1. In the exigency of the service, man-hour off-setting may be imposed by **NEA** to facilitate the performance of the job and services required to respond to urgent situations requiring immediate reaction.

16. RIGHT OF NEA TO VARY SERVICES REQUIREMENT

- 16.1. **NEA** shall have the right, as its interest may require, to vary its manpower requirement, to increase and/or decrease the number of personnel, including the right to increase/decrease or change materials and supplies requirements as the necessity for the same arises. Then **CONTRACTOR** shall correspondingly comply within twenty-four (24) hours, upon receipt of a written notice to the effect from **NEA**. An increase in the number of manpower may involve and require extension of services. An increase in the number of personnel does not necessarily mean increase in the delivery of equipment, materials and supplies.

17. SUPERVISION AND INSPECTION

- 17.1. **NEA** shall have the right to inspect and/or conduct performance audit to confirm the **CONTRACTOR's** conformity with the provisions of the Contract and specifications.
- 17.2. The **CONTRACTOR** shall allow **NEA's** duly appointed inspectors/auditors free access to records, documents and facilities for inspection and audit. It shall likewise provide any and all relevant information as may be required by **NEA**.

18. RIGHT OF NEA TO EXTEND THE CONTRACT

- 18.1. A contract of one (1) year shall be issued for the one (1) year requirement. The same service contract is subject for renewal by the approving authority of the original contract up to the bidden contract duration provided that the Agency has maintained the following:
 - 18.1.1. Renewal is subject to the approval of the approving authority provided that Agency has maintained the following:
 - 18.1.1.1. Two satisfactory ratings/level of performance within the four (4) rating periods to be conducted quarterly by **NEA** as per criteria indicated below; and
 - 18.1.1.2. Updated record of remittance/payment of statutory deductions as required in this Contract (SSS, Philhealth and Pag-Ibig) prior to the commencement of the proposed renewal period.
 - 18.1.2. Quarterly assessment on the performance of the **CONTRACTOR** shall be conducted based on the following set of performance criteria:

1. Quality of Service Delivered	(40%)
a. Implementation of a control system in the workplace and ensuring the cleanliness of the workplace and premises	20%
b. Responsiveness to clients' needs and to complaints and/or incident reports	10%
c. Availability of cleaning paraphernalia and supplies	5%
d. Courtesy and decorum	5%
2. Management and Suitability of Personnel	(25%)
a. Supervision and accountability	8%
b. Qualification of assigned janitor and skilled workers	7%
c. Physical Appearance (proper uniforms and other paraphernalia)	5%
d. Change and/or replacement of assigned janitor and skilled workers	5%
3. Contract Administration and Management	(25%)
a. Assignment of janitors and skilled workers at designated area(s)	10%
b. Implementation of NEA rules and regulations and compliance to other obligations per contract	8%
c. Compliance to labor laws and social insurance regulations	7%
4. Time Management	(5%)
a. Tasks which are important and urgent	3%
b. Tasks which are either important or urgent, but not both	1%
c. Tasks which are neither important nor urgent, but routine	1%
5. Provision of Regular Progress Reports	(5%)
a. Exception/Incident Report	2%
b. Monthly Deployment Report	2%
c. Other Reports that may be required by the Human Resources and Administration Department (HRAD)	1%

18.2. Circumstances beyond the control of **NEA**, the maximum bidden contract may still be extended on a monthly basis pursuant to GPBB existing rules and regulations but not to exceed one (1) year as should there be exigency of the service, or should there be a delay in the selection and award of a replacement contractor through a comprehensive bidding and selection process. However, **NEA** shall report to GPBB in its writing of its intent to extend beyond six (6) months in accordance with GPBB Resolution No. 23-2007.

18.3. Renewal of the Janitorial & Skilled/Allied Services Contract. Performance Security in accordance with Section 39 of the IRR-A of R.A. 9184 shall be required.

19. PENALTIES FOR OFFENSES OR VIOLATION OF RULES

19.1. **NEA's** authorized representative shall impose on **CONTRACTOR** penalties for violations of this Contract committed by the **CONTRACTOR** as listed below:

CONTRACTOR VIOLATIONS	PENALTY
a. CONTRACTOR failed to pay salary of personnel on time.	Deduction from the billing of Php1,000.00 per day.
b. CONTRACTOR failed to issue materials and supplies to personnel.	Deduction from the billing of Php200.00 per staff per day.
c. CONTRACTOR issued a defective equipment.	Deduction from the billing of Php150.00 per equipment per day.
d. CONTRACTOR posted personnel that is not qualified as per Contract.	Deduction from the billing of Php100.00 per day per staff and removal of the staff from any detail upon receipt of NEA's notice.
e. CONTRACTOR failed to provide the required number of equipment as required by the Contract.	Deduction from the billing of Php100.00 per equipment per day.
f. CONTRACTOR failed to comply with the procedure in case of hiring a reliever.	Deduction from the billing of Php1000.00 per staff per day.
g. CONTRACTOR assigned a reliever not part of the pool of relievers approved by GSD.	Deduction from the billing of Php1000.00 per staff per day.

- 19.2. **NEA's** authorized representative shall impose on **CONTRACTOR** penalties for offenses or violations as listed below and to the disciplinary sanctions that may be imposed on the individual erring janitors and skilled workers by **NEA's** authorized representative.

OFFENSES	PENALTY
a. Abandonment of post.	Deduction from the billing of Php200.00 and termination of the staff's service upon receipt of the written notice from NEA .
b. Absences, tardiness and under time more than the allowed five (5) incidences.	Deduction from the billing of Php1000.00 per incident of failure to report for duty. and termination of the staff's service upon receipt of the written notice from NEA .
c. Posted personnel found drunk; drinking intoxicating liquor or found under the influence of prohibited drugs while on duty.	Deduction from the billing of Php200.00 and termination of the staff's service upon receipt of the notice from NEA .
d. Providing confidential information to unauthorized person(s).	Deduction from the billing of Php1000.00 per information and termination of the staff's service upon written notice.
e. Personnel apprehended for alarm, scandal or disorderly conduct within	-do-

the premises of the assigned department on or off duty.	
f. Personnel engaging in mulcting or extortion activities.	Deduction from the billing of Php100.00 per incident and termination of the staff's service upon receipt of written notice from NEA .
g. Manifested or display of discourteous or rude manner or failure to render appropriate respect or courtesy to NEA's official or employee or visitor.	-do-
h. Personnel found sleeping on duty.	-do-
i. Personnel performing duty for more than eight (8) hours without written permission from the head of the assigned department.	Deduction from the billing of Php100.00 per violation.
j. Failure of the personnel to report to duty without prior notice.	Deduction from the billing of Php1000.00 per incident of failure to report for duty.

20. RIGHTS OF NEA TO TERMINATE THE CONTRACT

20.1. It is expressly understood herein that the relationship of the **CONTRACTOR** with **NEA** is based purely on trust and confidence of the latter to the former. **NEA** shall have the exclusive right to terminate the Contract in case of loss of said trust and confidence in the **CONTRACTOR**, thirty (30) days from receipt of written notice to **CONTRACTOR**, on the following grounds:

- 20.1.1. When **CONTRACTOR's** personnel/workers willfully and intentionally cause irreparable damage to prestige or any vital interest of **NEA** or cause great destruction of **NEA** properties and equipment or cause great economic loss by personal participation or non-performance of his duties and responsibilities.
- 20.1.2. When **CONTRACTOR** violates other obligations/requirement/provision under this Contract and refuses to comply and/or remedy the violation within reasonable period given by **NEA**.
- 20.1.3. When **CONTRACTOR** fails to obtain two (2) satisfactory ratings for the four (4) rating periods to be conducted quarterly by **NEA** and/or when contractor obtain two consecutive unsatisfactory performances during the contract implementation. The same criteria shall apply for sanctioning/blacklisting of erring contractors. This shall be also a ground to disqualify the said contractor from entering into another contract with **NEA**.
- 20.1.4. When the **CONTRACTOR** fails to pay the correct salaries or to pay the salaries of any personnel/worker for two (2) consecutive billing periods without just cause.
- 20.1.5. When the **CONTRACTOR** fails to pay the personnel on time without just cause within:

- 20.1.5.1. Three (3) payroll periods within six (6) months; and
- 20.1.5.2. Five (5) payroll billing periods within one (1) year.
- 20.1.6. When **CONTRACTOR** fails to open and maintain the amount equivalent to one (1) month deposit as provided under this Contract or replenish the amount withdrawn from this deposit as provided for in this Contract.
- 20.1.7. When the **CONTRACTOR** fails to pay the statutory remittances as required in this Contract (SSS, Philhealth and Pag-Ibig) for a given quarter or equivalent to three consecutive months. The **CONTRACTOR** shall be required to explain in writing within forty-eight (48) hours upon receipt of notice for any clarification regarding the subject account. Delayed and/or non-submission of subject report and/or clarification letter will mean non-compliance or non-conformance with the Contract.
- 20.1.8. **NEA** shall have the right to immediately terminate this Contract if **CONTRACTOR** subcontracts this Contract to other contractor/s and/or if its employees use or disclose to any unauthorized person, firm or entity any confidential information concerning the business of **NEA** which may have been acquired by them, as provided for in Contract's "Warranty Clause".
- 20.1.9. When the **CONTRACTOR** defrauds or intends to defraud by misrepresentation, tampering of documents, intent or short change, mislead and alter factual information and requirements of this Contract.
- 20.1.10. When the **CONTRACTOR** becomes bankrupt or insolvent. Termination of the Contract shall authorize **NEA** to withhold claims, bonds, bank deposits anent this Contract, and forfeit the same without prejudice to filing a case against the **CONTRACTOR**.

21. SANCTION AND BLACKLISTING OF ERRING CONTRACTORS

- 21.1. **NEA** reserves the right to sanction or blacklist contractors who have violated or have records of any violations of the terms and conditions of any contract with **NEA** or any record of unsatisfactory performance measured within the context of this Contract as deemed significant by **NEA's** representative. The sanction/blacklisting shall be enough ground to disqualify the said contractor from entering into another contract with **NEA**. **NEA** shall act as arbitrary/conciliatory from the complaints against the Contractors, its employees, recommends and / or impose appropriate disciplinary / preventive or legal actions.

I hereby certify to comply and deliver all of the above requirements

Conforme : _____
(Printed Name/Signature of the Bidder/Authorized Representative)

Designation : _____

Company : _____

Date : _____

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR;**

Technical Documents

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

Financial Documents

- ☐ (g) 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

- ☐ (h) 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

- ☐ (i) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ (j) Original of duly signed and accomplished Price Schedule(s).

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

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

FORMS

Statement of Single Largest Completed Contract (SLCC) Similar To The Contract To Be Bid

Below is the list of the list of SLCC of our company as required in Checklist of Technical Documents.
Letter (c) of the Bidding Document:

[illegible]

Note: This statement shall be supported with NOA, Contract, NTP, O.R or Sales Invoice &. other docs, if necessary

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Company Name : _____

Date : _____

Statement of all Ongoing Government & Private Contracts Including Contracts Awarded But

Below is the list of the list of all on-going government and private contracts awarded to our company including contracts awarded but not yet started as required in Checklist of Technical Documents. Letter (b) of the Bidding Document:

Name of Contract/ Project Cost	Date of Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Date of Delivery	Amount	
						Contract Amount	Value of Outstanding Contract
<u>Government</u>							
<u>Private</u>							
Total							

Note: This statement shall be supported with NOA, Contract, NTP and other docs, if necessary

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Company Name : _____

Date : _____

Not Yet Started, If Any, Whether Similar or Not Similar in Nature and Complexity to the Contract to be Bid

Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

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

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

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

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working

Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____
Project Identification No. : _____

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

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

If our Bid is accepted, we undertake:

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

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

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

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

(if none, state “None”)]

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Price Schedule for Goods Offered from 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: _____

