

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

PROCUREMENT OF JANITORIAL SERVICES FOR THE CENTER CY 2023-2025 (EARLY PROCUREMENT ACTIVITY)

Government of the Republic of the Philippines

**Sixth Edition
November 2022**

Preface

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

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

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

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

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

For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.

- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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



INVITATION TO BID FOR *PROCUREMENT OF JANITORIAL SERVICES FOR THE CENTER CY 2023 to CY 2025*

1. The *METALS INDUSTRY RESEARCH AND DEVELOPMENT CENTER*, through the *MIRDC 2023 Regular Budget / Janitorial Services* - intends to apply the sum of **One Million Six Hundred Fifty Thousand Pesos (Php 1,650,000.00)** being the ABC to payments under the contract for Janitorial Services for the Center CY 2023; PR# 22101472. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *METALS INDUSTRY RESEARCH AND DEVELOPMENT CENTER* now invites bids for the above Procurement Project. Delivery of the Goods is required for calendar year 2023 from the date of acceptance of the Notice to Proceed (NTP) and will end on December 31, 2025. Bidders should have completed, within three (3) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.
4. Prospective Bidders may obtain further information from *Ms. Mary Grace B. Opon/ Kristine A. Gealan, BAC Secretariat, MIRDC* and inspect the Bidding Documents at the address given below during *office hours, from 9:00 A.M. to 4:00 P.M.*
5. A complete set of Bidding Documents may be acquired by interested Bidders on Nov. 29, 2022 from the address and website below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of One Thousand Six Hundred Fifty Pesos (Php1,650.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person*.
6. The *METALS INDUSTRY RESEARCH AND DEVELOPMENT CENTER* will hold a Pre-Bid Conference on *Dec. 7, 2022, 9:00AM* through video conferencing via ZOOM application, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below, or (ii) online/electronic submission thru a password-protected bidding documents on or before *Dec. 21, 2022; 9:00AM*. 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 *Dec. 21, 2022; 9:00AM* at the given address below or via *zoom application*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The *METALS INDUSTRY RESEARCH AND DEVELOPMENT CENTER* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:
Mr. RODNEL O. TAMAYO
BAC Chairperson
Metals Industry Research and Development Center
MIRDC Compound, Gen. Santos Ave., Bicutan, Taguig City
Tel. No. 837-0431 local 443 and 444
bac@mirdc.dost.gov.ph
www.mirdc.dost.gov.ph
12. You may visit the following websites:

For downloading of Bidding Documents: *www.mirdc.dost.gov.ph*

Engr. Robert O. Dizon
Executive Director

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, *METALS INDUSTRY RESEARCH AND DEVELOPMENT CENTER* wishes to receive Bids for the *PROCUREMENT OF JANITORIAL SERVICES FOR THE CENTER FOR CY 2023 TO CY 2025*, with identification number *PR#22101472*.

The Procurement Project (referred to herein as “Project”) is composed of one (1) *lot or items*, 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 *Fiscal Year 2023* in the amount of **One Million Six Hundred Fifty Thousand Pesos (Php 1,650,000.00)**

2.2. The source of funding is:

National Expenditure Program (NEP) for FY 2023

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

- 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:

- a. Subcontracting is not allowed.
- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
 - 7.3. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
 - 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for

the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *three (3) years as provided in paragraph 2 of the IB*] 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 e.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

- 13.2. Payment of the contract price shall be made in:

[Select one, delete the other/s]

- a. Philippine Pesos.

- b. *[indicate currency if procurement involves a foreign-denominated bid as allowed by the Procuring Entity, which shall be tradeable or acceptable by the BSP].*

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *[indicate date]*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

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

18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.
- 18.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:
- Option 1 – One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1.

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ol style="list-style-type: none"> JANITORIAL SERVICES completed within three (3)years prior to the deadline for the submission and receipt of bids.
7.1	<i>[Specify the portions of Goods to be subcontracted, which shall not be a significant or material component of the Project as determined by the Procuring Entity.] Subcontracting is not allowed.</i>
12	The price of the Goods shall be quoted DDP <i>PROCURING ENTITY'S ADDRESS</i> 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: <ol style="list-style-type: none"> The amount of not less than <i>two percent (2%) of ABC</i>], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or The amount of not less than <i>five percent (5%) of ABC</i>] if bid security is in Surety Bond.
19.3	<i>[In case the Project will be awarded by lot, list the grouping of lots by specifying the group title, items, and the quantity for every identified lot, and the corresponding ABC for each lot.]</i> <i>[In case the project will be awarded by item, list each item indicating its quantity and ABC.]</i> <i>1 LOT JANITORIAL SERVICES FOR CY 2023 ; ABC of One Million Six Hundred Fifty Thousand Pesos (Php 1,650,000.00)</i>
20.2	<i>[List here any licenses and permits relevant to the Project and the corresponding law requiring it.]</i>
21.2	<i>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]</i> <i>1. Department of Labor and Employment Registration Certificate; and</i> <i>2. Proof of Payments/Official Receipts for payment of contributions from July – December 2022 from:</i> • SSS

	<ul style="list-style-type: none"> • <i>PhilHealth</i> • <i>Pag-IBIG</i>
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Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184. *[[Include if Framework Agreement will be used:]] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.*

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
1	<p><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 <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</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: <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. <i>[Specify additional incidental service requirements, as needed.]</i></p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <p>a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and</p> <p>b. in the event of termination of production of the spare parts:</p> <p>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</p> <p>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</p> <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>[indicate here the time period specified. If not used indicate a time period of three times the warranty period]</i>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>[insert appropriate time period]</i> months of placing the order.</p>
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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	<i>[If partial payment is allowed, state]</i> “The terms of payment shall be as follows: bi-monthly billing.”
4	<p>The inspections and tests that will be conducted are:</p> <p>Evaluation of the performance of manpower personnel may be conducted annually and as deemed necessary.</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	PROCUREMENT OF JANITORIAL SERVICES FOR THE CENTER CY 2023- CY 2025	1	lot	Calendar year 2023 from the date of acceptance of the Notice to Proceed (NTP) and will end on Dec. 31, 2025

[

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General

Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

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

Sample Clause: Equivalency of Standards and Codes

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

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

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

Technical Specifications

[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]

Item	Specification	Statement of Compliance
	<p>PROCUREMENT OF JANITORIAL SERVICES FOR THE CENTER CY 2023-2025</p> <p>I. Minimum qualifications of the bidder :</p> <p>Bidder must:</p> <ol style="list-style-type: none"> 1. Have been engaged in the business for the past five (5) years, reckoned from date of opening of bid. 2. Have at least one (1) completed contract with a private or government agency/office/corporation for the last three (3) years (2020, 2021 and 2022). <p>II. Duration of Contract:</p> <ol style="list-style-type: none"> 1. The contract shall be for a period of three (3) years commencing upon receipt of Notice to Proceed (NTP), subject to the result of the annual performance evaluation of the Janitorial Services Agency before the end of each year for the three (3) year period. <p>III. Manpower Requirements:</p> <ol style="list-style-type: none"> 1. The CONTRACTOR shall provide four (4) janitors and two (2) janitress to MIRDC in accordance with the schedule of operations. They shall render services/work of eight (8) hours a day, from 6am to 	

	<p>3pm Mondays to Saturdays. Among six (6) janitors/janitress, one (1) will be the overall supervisor.</p> <ol style="list-style-type: none"> 2. The Contractor shall deliver all equipment/supply/materials on time. 3. Any janitor and/or technician reported as undesirable by MIRDC shall be immediately replaced by the Contractor upon written request by the Head of the Agency or his duly authorized representative. 4. During the duration of the Contract, MIRDC reserves the right to increase or decrease the number of janitors stipulated in this TOR. <p>IV. Janitorial Qualifications:</p> <ol style="list-style-type: none"> 1. Shall have at least one-year experience in cleaning offices and buildings, maintaining grounds and handling plants/trees, as appropriate 2. Shall be physically and mentally fit, as evidenced by a barangay health certificate from Barangay Health Emergency Response Team and COVID-19 vaccination card/I.D. to be provided to MIRDC prior to deployment. 3. With a certificate of good moral character as certified by a previous employer or Barangay Captain. 4. Compliance with the safety and health protocol of the company (Covid-19 protocol). 5. Screening and submission of all required qualification documents should be done one month before the date of deployment of all 6 janitors. <p>V. Scope of works:</p> <ol style="list-style-type: none"> 1. The CONTRACTOR shall render, undertake, and perform janitorial, and sanitation services in all MIRDC's offices and premises; <ol style="list-style-type: none"> a. Daily and Routine Services <ol style="list-style-type: none"> i. Cleaning, sanitizing, and disinfecting toilets and washrooms, door knobs, and other commonly touched objects/surfaces to prevent the spread of germs/bacteria/viruses in compliance with the DOH's workplace guidelines. 	
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	<ul style="list-style-type: none"> ii. Sweeping, mopping, spot scrubbing, and polishing of all floors, and common areas, i.e., main lobby entrance, comfort rooms, waiting areas, etc. These shall be serviced continuously during working hours to guarantee cleanliness; iii. Dusting and cleaning of horizontal and vertical surfaces including all furniture; iv. Dusting and cleaning of all glass tops, windows, window ledges, air vents, and partitions; v. Emptying and cleaning waste cans/trash receptacles; vi. Disposal of trash within the confines of the building to the receptacles provided for this purpose; vii. Sweeping of cobwebs and removing visible marks on walls and ceilings; viii. Vacuum cleaning of all rugs and carpets; ix. Cleaning of driveways, roads, lawns, landscape areas, garden, parking areas, gazebos, and concrete pavement. Spot sweeping of these areas as often as necessary to prevent unsightly accumulation of dirt; x. Checking of water faucets, water apparatus, lighting fixtures electricity, windows, and doors at the close of business hours; xi. Others as required and necessary. <p>b. Weekly Routine Services</p> <ul style="list-style-type: none"> i. Thorough washing, scrubbing, and stripping of old wax on all floors and stairways; ii. Refinishing, waxing, and polishing of all floor stairways; iii. Dusting of lighting fixtures suspended from the ceiling, venetian blinds, and drapes; 	
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	<ul style="list-style-type: none"> iv. Cleaning, waxing, and polishing of ground signage, office furniture, fixtures, and counters except equipment requiring special maintenance; v. Vacuum cleaning of draperies, rug,s and carpets; vi. Thorough scrubbing and sanitizing of toilets and washrooms; vii. Cleaning and disposal of leaves at the gutter of covered walkway and parking. viii. Mowing of lawns and disposal of weeds /leaves. ix. Replanting and application of fertilizers whenever and wherever necessary; <p>c. Monthly Services</p> <ul style="list-style-type: none"> i. Thorough general cleaning of all areas; ii. Shampooing of carpets/drapes and fixtures in fabric as required by the client; iii. Inspection and cleaning of walkway roof gutters including reporting of damage for immediate repair; iv. Other services that may be assigned from time to time; <p>d. Miscellaneous Services</p> <ul style="list-style-type: none"> i. Carrying or hauling of furniture and fixtures, supplies and/or records; ii. Assist in the transfer of tables, chairs, cabinets, counters, etc.; iii. Report all defects, electrical malfunctions, and others that require the attention of the client; <p>e. Ground Maintenance</p> <p>Daily Activities</p> <ul style="list-style-type: none"> i. Prepare and check every morning if all garden tools and equipment are available and ready for use; ii. Scrutinize all plants which shall be done first to avoid repetition of work; 	
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	iii. Dispose of dry leaves, grass, and other shrubs to maintain the cleanliness of the garden and surroundings; iv. Water all the plants evenly by using a sprinkler; v. Trimming of trees, plants, and grass when it reaches beyond growth schedule; vi. Cultivate garden soil and pulling of weeds; vii. Waste collection and edging.	

Following is the list of tools, equipment, and materials to be provided by the **CONTRACTOR**:

MONTHLY SUPPLIES	
ITEM/DESCRIPTION	QUANTITY
1. Liquid Wax – Emulsion Wax	1 gals
2. Mop Head	3 Pcs
3. Round Rags	1 Bundle
4. Liquid Hand Soap	2 Gals
5. Plastic Trash Bags (size: 37" x 40")	2 Bundle
6. Disinfectant Spray	1 Gals
7. Scrubbing Pad	3 Pcs
8. Deodorant Cake	10 pcs
9. Furniture Polish	1 Ltrs
10. Powder Soap	3 kilos
11. Dirt and Stain Remover 250g/can	1 can
12. Liquid Fabric Conditioner	1 gal
13. Liquid Bleach	1 gals
14. Gasoline	3 Ltrs
15. Two stroke oil	2 Bottles

SEMI-ANNUAL SUPPLIES	
ITEM/DESCRIPTION	QUANTITY
1. Bottled water spray gun (500ml)	4 pcs
2. Glass Cleaner	4 Gal
3. Liquid Toilet Bowl Cleaner	5 Gals
4. Air Freshener	5 Gals
5. Wax Stripper	1 gal
6. Plastic Dustpan	3 pcs
7. Mop Handle	3 pcs
8. Ceiling Broom	4 pcs
9. Soft Broom	4 pcs
10. Push Broom	1 pc

11. Toilet Bowl Brush	5 pcs
12. Toilet Bowl Pump	2 pcs
13. Broomstick	5 pcs
14. Rubberized Doormat	4 pcs
15. Doormat cloth	4 pcs
16. Polishing Pad	1 pc
17. Stripping Pad	1 pc
18. Toilet paper 2ply (24 rolls)	1 bundle
19. Water Pails Container	2 pcs
20. 3mm Dia. Nylon Cord (tansi)	2 rolls
21. Long Rubber Gloves	12 pairs

EQUIPMENT/TOOLS FOR BUILDINGS	
ITEM/DESCRIPTION	QUANTITY
1. Bundy Clock at the Gold Bldg.	1 unit
2. Floor Polisher	3 units
3. Mop Squeezer	3 units
4. Extension Cord heavy duty (50m)	3 sets
5. Aluminum ladder 6ft	2 units
6. Vacuum Cleaner wet and dry	1 unit
7. Wiper (Glass Squeegee)	4 pcs
8. Warning signage (e.g Wet Floor)	4 pcs
9. Pushcart	2 units

EQUIPMENT/TOOLS FOR GROUNDS	
ITEM/DESCRIPTION	QUANTITY
1. Grass Cutter	2 units
2. Grass/Garden Scissors	5 pcs
3. Water Sprinkler	2 pcs
4. Buggy Cart	3 units
5. Chain saw 24"	1 unit
6. Water Hose dia. ¾" x 100'	3 rolls
7. Bolo	2 pcs
8. Shovel	2 pcs

I. Approved Budget of Contract:

The first year approved budget for the contract is **One Million Six Hundred Fifty Thousand (Php1,650,000.00)**, inclusive of all Government Taxes. In accordance with Clause 5.0 of Appendix 23 of 2016 Revised IRR of R.A. 9184, all bid prices for the duration of three years shall be fixed and shall not be adjusted during the contract implementation, except for the following:

1. Increase in the daily minimum wage pursuant to law or new wage order issued after date of bidding;
2. Increase in taxes
3. If during the term of the contract, the MIRDC sees the need for a decrease or increase in the number of janitorial, provided that ABC for the relevant year is not exceeded.

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) 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.

☐ (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

BID FORMS

APPENDIX “1”

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 Amount and Purpose of
of agent Currency Commission or gratuity

(if none, state “None”)]

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Price Schedule for Goods Offered from Abroad

Name of Bidder _____.

Invitation to Bid² Number_____.

Page ____ of _____.

[illegible]

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

² If ADB, JICA and WB funded projects, use IFB.

Price Schedule for Goods Offered From Within the Philippines

Name of Bidder

Invitation to Bid³ Number _____

Page ____ of _____.

[illegible]

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____.

³ If ADB, JICA and WB funded projects, use IFB.

Contract Agreement Form for the Procurement of Goods (Revised)

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

CONTRACT AGREEMENT

THIS AGREEMENT made this ____ day of _____ 2023 between METALS INDUSTRY RESEARCH AND DEVELOPMENT CENTER of the Philippines (hereinafter called “the Entity”) of the one part and _____ of _____, Philippines (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly Procurement of One Lot Janitorial Services for the Center for CY 2023 to CY 2025 and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of _____ (PHP) _____ (hereinafter called “the Contract Price”) for CY 2023 only.

WHEREAS, the Entity shall issue a Supplemental Contract for CY 2024 and CY 2025 upon approval of the General Appropriations Act.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

I. GENERAL CONDITIONS

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

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder’s response to

request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

iii. Performance Security;

iv. Notice of Award of Contract; and the Bidder's conforme thereto; and

v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. In consideration for the sum of _____ (PHP _____), or such other sums as may be ascertained, _____ agrees to deliver the Janitorial Services CY 2023 in accordance with his/her/its Bid.

4. The Metals Industry Research and Development Center agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

II. OTHER CONDITIONS

A. There shall be NO EMPLOYER-EMPLOYEE relationship between the CLIENT and the CONTRACTOR as well as the person/s that the CONTRACTOR may assign to perform the service subject of this Contract. The CONTRACTOR hereby acknowledges that no authority has been conferred upon it by the CLIENT to hire any person/s to be assigned by the CONTRACTOR to perform the services called for under this Contract. It is expressly understood and agreed that the person/s to be assigned by the CONTRACTOR are not employees of the CLIENT. As such, the CONTRACTOR warrants that it shall fully and faithfully comply with all the laws, rules and regulations pertaining to the employment of labor now existing or which may hereinafter be enacted, including but not limited to the requirements of the Labor Code, as amended, and the SSS Act.

The CONTRACTOR shall regularly furnish CLIENT a certification that the former has paid all the SSS, Philhealth, Income Tax, Five (5) days Incentive Leave With pay, 13th month pay and PAG-IBIG of its janitors/janitress, supported by copies of the remittances, on the following schedule:

First quarter: 1 st Week of April

Second quarter: 1 st Week of July

Third quarter : 1st Week of October

Fourth quarter: 1 st Week of the following

The CONTRACTOR hereby warrants to hold the CLIENT free and harmless from any liability arising of out any accident that may befall the CONTRACTOR's employees

while in the performance of their duties at the CLIENT's premises as well as for any labor claim the CONTRACTOR's employees may file against the CLIENT.

B. The CONTRACTOR hereby warrants to make available at all times relievers and/or replacements to ensure continuous and uninterrupted services in case of absences and to exercise the necessary supervision over the work of the CONTRACTOR's personnel.

C. That the CLIENT reserves the right to reduce or increase the number of janitors/janitress and maintenance personnel or replace all, some or any particular janitorial and maintenance personnel, as the exigencies of its operation may require, such reduction, increase or replacement to become effective twenty-four (24) hours after notice thereof is given by the CLIENT to the CONTRACTOR, (in which case corresponding proportionate adjustment shall be made, (in case of reduction or increase in the number of janitors/janitress and maintenance Personnel).

D. The persons to be assigned by the CONTRACTOR to perform the services subject to this Contract shall be provided with adequate uniforms and appropriate Identification Cards at the expense of the CONTRACTOR which shall be worn by the janitors at all times for proper identification. They shall be thoroughly screened by the CONTRACTOR prior to employment and will be required to present favorable Police Clearance and Medical Certificates attesting to their physical fitness for the work involved.

E. The CONTRACTOR shall answer directly to the CLIENT for the cost of any damage to or loss of the CLIENT's property, or to those for which the CONTRACTOR may be held responsible, through the negligence or dishonesty of the janitors of the CONTRACTORS while in the course of their duties. In this connection, the janitors assigned to perform the service provided in this contract shall submit themselves to be searched by the security guards of the CLIENT if leaving the premises.

F. All supplies, materials and equipment brought to the Center must be checked by the Storekeeper/Property Custodian in charge of office supplies in the presence of a representative of the Chief, General Services Section, Finance and Administrative Division before they are turned over to the janitors for their use.

G. All supplies, materials and equipment taken out from the MIRDC premises must be covered by the Property Gate Pass properly approved by the Chief of the Finance and Administrative Division and endorsed by the Chief of the General Services Section.

H. In consideration of the payments to be made by the Entity to the CONTRACTOR as hereinafter mentioned, the CONTRACTOR hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

I. The Entity hereby covenants to pay the CONTRACTOR in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

J. In case the labor cost increases subsequent to the execution of this contract based on new laws, executive order or wage order for wage increase, the CONTRACTOR shall be entitled to an adjustment of the stipulated contract price. Said adjustment shall be limited to the amount stipulated in the said new law, executive order or wage order. However, any deficiency in funding requirements shall be subject to availability of funds, as requested by CLIENT from the Department of Budget and Management (DBM) for the latter's allocation and release for implementation.

K. The CONTRACTOR shall send a Statement of Account to the CLIENT with an ORIGINAL INVOICE received and acknowledged by the Chief, Finance and Administrative Division or her authorized representative.

L. The amount corresponding to the number of days when the janitors are absent without replacement, shall be deducted from the amount of the bill submitted by the CONTRACTOR

M. The payment of this contract shall be subject to the usual accounting and auditing rules and regulations of the CLIENT and regulations and availability of CLIENT's funds.

N. For violation of any provision of this Contract by the CONTRACTOR, the CLIENT shall have the right to collect from the offending party reasonable amount of damages and attorney's fees in addition to cost legally taxable.

III. EFFECTIVITY, DURATION AND TERMINATION:

A. This Contract shall take effect upon approval by the HOPE and shall remain valid and in force until _____ unless sooner terminated for any of the following grounds:

1. False statement or misrepresentation in the warranties indicated herein and in the submission of bid and awards documents;
2. Acts and omissions on the part of CONTRACTOR resulting in injury, damage, loss or destruction of property of ENTITY and/or agencies and failure to retribute, replace or pay for the same;

3. Failure of the CONTRACTOR to discipline or replace any janitorial/maintenance personnel which is found wanting in qualification, competency, honesty or integrity, or for any reasonable cause. Failure on the part of the CONTRACTOR to take appropriate action thereon within twenty-four (24) hours from receipt of formal advice or request for replacement from CLIENT shall be considered a cause for the pretermination of the contract.

4. Violation of existing labor, social security, workmen's compensation and other rules as provided by existing laws and regulations related thereto; and Non-payment of stipulated contract price.

B. The party opting to terminate the Contract before its expiration date, shall serve the other party its intention of such termination, in writing and at least fifteen (15) days before the effectivity thereof.

In the event that this Contract is pre-terminated for causes as herein provided, or the expiration thereof, CONTRACTOR shall cause the vacation of all premises of ENTITY and specified agencies within twenty-four (24) hours from the effectivity of said termination. Thereafter, the presence of any personnel of CONTRACTOR in said premises shall be prosecuted accordingly.

C. The CONTRACTOR shall remain in operation on a month-to-month basis until the proper assumption or transition of duties to the new contract awardee. The extension of contract will be in accordance with the Appendix 24 of the Implementing Rules and Regulations of RA 9184 entitled " revised Guidelines on the Extension of Contract for General Support Services.

D. Nothing in this Agreement shall preclude ENTITY from taking other actions to assert its rights under the Contract and/or bringing suit for damages in appropriate circumstances in a court of competent jurisdiction. However, any dispute or differences that may arise in the implementation of this contract shall be first resolved amicably or subject for arbitration in accordance with the provision of Republic Act of 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004". During the pendency of any such dispute, the CONTRACTOR shall proceed diligently with the performance of its obligations and undertakings under this Contract as directed by DOST-MIRDC.

IV. VENUE AND JURISDICTION

Violations or any interpretation of the provisions of this contract shall be brought exclusively to the proper Regional Trial Court of the City of Taguig and no other courts. The venue of litigations or court actions pertaining to this contract and other related issues shall be brought exclusively to the proper Regional Trial Court of the City of Taguig and to no other courts.

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

Signed, sealed, and delivered by ROBERT O. DIZON the Executive Director for the Metals Industry Research and Development Center.

Signed, sealed, and delivered by _____, the
____(DESIGNATION)_____ for the _____NAME OF
CONTRACTOR_____.

Binding Signature of Procuring Entity:

ROBERT O. DIZON
Executive Director

Witness

Binding Signature of CONTRACTOR:

Authorized Representative

Witness

Certified Funds Available

JOHNNY G. QUINGCO
Accountant IV

ACKNOWLEDGMENT

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

Before me, a Notary Public for and in the _____ this
_____ 2023, personally appeared:

NAME	I.D. NO.	DATE/PLACE ISSUED
------	----------	-------------------

Head of Procuring Entity

<u>name of</u> <u>contractor</u>	_____	_____
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all known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free act and deed as well as of the principal they represent.

This instrument refers to **CONTRACTOR's** Agreement consisting of six (6) pages, including this page in which the Acknowledgment is written, signed by the parties and their witnesses on each and every page and sealed with my notarial seal.

WITNESS MY HAND AND SEAL on the date and place above written.

Doc No. _____;
Page No. _____;
Page No. _____;
Series of 2023.

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]

Bank Guarantee Form for Advance Payment

(if winning bidder will request 15% mobilization fee)

**To : DOST - METALS INDUSTRY RESEARCH AND DEVELOPMENT
CENTER**

**Gen. Santos Avenue, Bicutan
Taguig City 1631**

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 10 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Bid Securing Declaration Form

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

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

BID SECURING DECLARATION

Project Identification No.: *[Insert number]*

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

I/We, the undersigned, declare that:

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

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

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

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

STATEMENT OF SINGLE LARGEST COMPLETED GOVERNMENT OR PRIVATE CONTRACTS

Within three (3) years from the date of submission of bids which is similar in nature and the amount of which should be equivalent to at least fifty (50%) or greater than the ABC.

Please fill up the required information below:

No.	Contract Name	Contract & Date & Contract duration	Owner's name and address	Kinds of Goods/Services	Amount of Contract	Value of Outstanding Contracts	Date of Delivery	Government or Private ("G" or "P")
1								
3								
4								

Total: _____

Note: This statement shall be supported with:

1. Notices of Award and/or Notices to Proceed/ Contract
2. Official Receipts issued for the contract
3. Certificate of Acceptance, if applicable

Submitted by : _____

(Printed Name & Signature)

Designation : _____

Date : _____

STATEMENT OF ALL ON-GOING GOVERNMENT OR PRIVATE CONTRACTS

Please fill up the required information below:

No.	Contract Name	Contract Date & Contract Duration	Owner's name & address	Kinds of Goods/Services	Amount of Contract	Value of Outstanding Contracts	Date of Delivery	Government or Private ("G" or "P")
1								
3								
4								

Total: _____

Note: Supporting documents are **not** required.

Submitted by : _____

(Printed Name & Signature)

Designation : _____

Date : _____

COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY (NFCC)

This is to certify that our **Net Financial Contracting Capacity (NFCC)** is **Philippine Pesos** _____ (_____ PhP) which is at least equal to the Approved Budget for the Contract (ABC). The amount is computed as follows:

NFCC = [(Current assets minus current liabilities) **(15)**] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

Current Assets	₱ _____
Less: Current Liabilities	_____
Net Current Assets	
Multiply by:	15 _____
	₱ _____
Less: Value of On-going Contracts & Awarded contracts yet started	_____
NFCC	₱ _____

CERTIFIED CORRECT:

Name of Company:

Signature of Authorized Representative:

Name and Designation:

Date:

Notes:

1. The values of the bidder's current assets and current liabilities be based on the latest Audited Financial Statements (2021) which includes the data submitted to BIR through its Electronic Filing and Payment System.
2. Value of all outstanding or uncompleted contracts refers those listed in your Statement of All its Ongoing Government and Private Contracts.
3. The detailed computation using the required formula must be shown as provided above.

DEPARTMENT OF SCIENCE AND TECHNOLOGY
METALS INDUSTRY RESEARCH AND DEVELOPMENT CENTER
Gen, Santos Avenue, Bicutan, Taguig City

PROCUREMENT OF JANITORIAL SERVICES FOR THE CENTER CY 2023

APPROVED BUDGET OF CONTRACT

Working Days: 313 days per year (6 days per week)

Wage Order No. NCR - 23			Computation
Minimum basic wage			
Sub-total			
I. Direct Labor Cost			
a. Monthly wage			
b. 13th month pay			
c. Five days incentive leave			
Sub-total			
II. Government Dues			
a. SSS premium			
b. Philhealth			
c. ECC			
d. Pag-ibig			
Sub-total			
Total Cost Item I & II:			
III. Administrative Overhead (10%)			
IV. VAT RATE (12%)			
Total Cost of Item no. I to IV:			
V. Cost of six (6) Janitors for one (1) year			
VI. Cost of Supplies & Materials for one (1) year			
Grand Total Cost of six (6) Janitors w/ Supplies & Matl's for one (1) year			

Signature over printed name

DOST- METALS INDUSTRY RESEARCH AND DEVELOPMENT CENTER

Gen, Santos Avenue, Bicutan, Taguig City

JANITORIAL SUPPLIES CY 2023

General Description	Quantity	Unit	Unit Price	Estimated Cost
Liquid Wax- Emulsion Wax	12	Gals		-
Mop Head	36	Pcs		-
Round Rags	12	Bundle		-
Liquid Hand Soap	24	Gals		-
Plastic Trash Bags (size: 37" x 40")	24	Bundle		-
Disinfectant Spray	12	Gal		-
Scrubbing Pad	36	Pcs		-
Deodorant Cake	120	Pcs		-
Furniture Polish	12	Ltrs		-
Powder Soap	36	Kilos		-
Dirt and Stain Remover (250g)	12	cans		-
Liquid Fabric Conditioner	12	Gals		-
Liquid Bleach	12	Gals		-
Gasoline	48	Ltrs		-
Two stroke oil (200ml)	24	Bottles		-
Bottle water spray gun (500ml)	8	pcs		-
Glass Cleaner	8	Gal		-
Liquid Toilet Bowl Cleaner	10	Gal		-
Air Freshener	10	Gal		-
Wax stripper	2	Gals		-
Plastic Dust Pan	6	Pcs		-
Mop Handle	6	Pcs		-
Ceiling Broom	8	Pcs		-
Soft broom	8	Pcs		-
Push broom	2	pcs		-
Toilet Bowl Brush	10	Pcs		-
Toilet Bowl Pump	4	Pcs		-
Broomstick	10	Pcs		-
Rubberized Doormat	8	Pcs		-
Doormat cloth	8	Pcs		-
Polishing Pad	2	Pcs		-
Stripping Pad	2	Pcs		-
Toilet paper 2ply (24 rolls)	2	Bundle		-
Water Pails Container	4	Pcs		-
3mm Dia. Nylon Cord (tansi)	3	Rolls		-
Rubber Gloves	24	Pairs		-
Total Cost				0.00

Prepared by:

Signature over prined name