

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of GOODS

Government of the Republic of the Philippines

Name of Project: Procurement of Janitorial and Human Resource Services for the Philippine State College of Aeronautics for CY 2023

Bidding Reference No: PB2021 – GS – 14

ABC: Twelve Million Five Hundred Thousand Pesos, PhP 12,500,000.00

Funding Source: NEP 2021 (Early Procurement)

Availability of Bidding Documents: November 10 2022-
December 1, 2022

Cost of Bidding Document: Fifteen Thousand Pesos

Prebid Conference: November 17, 2022/3:30PM

Submission and Opening of Bids: December 1, 2022

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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



Republic of the Philippines
Philippine State College of Aeronautics
Piccio Garden, Villamor, Pasay City

INVITATION TO BID

EARLY Procurement of Janitorial and Human Resource Services for the Philippine State College of Aeronautics for CY 2023

1. The *Philippine State College of Aeronautics*, through the *National Expenditure Program (NEP) 2023* intends to apply the sum of *Twelve Million Five Hundred Thousand Pesos (PhP 12,500,000.00)* being the ABC to payments under the contract for *the early Procurement of Janitorial and Human Resource Services for the Philippine State College of Aeronautics for CY 2023/PB2021-GS-14*. Bids received in excess of the ABC shall be automatically rejected during bid opening.

2. The *Philippine State College of Aeronautics* now invites bids for the above Procurement Project. Delivery of the Goods is required on a monthly basis for a period of one (1) year starting January 1, 2021 to December 31, 2023. Bidders should have completed, within *two (2) 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.
 - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which

grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from ***Philippine State College of Aeronautics*** and inspect the Bidding Documents at the address given below during 9:00 AM to 5:00 PM.
5. A complete set of Bidding Documents may be acquired by interested Bidders on *November 10, 2022* from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Fifteen Thousand Pesos, PhP 15,000.00*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person*.
6. The ***Philippine State College of Aeronautics*** will hold a Pre-Bid Conference¹ on *November 17, 2022 at 3:30 PM at the PhilSCA Multi-Purpose Hall, Ground Floor of Building – B, PhilSCA, Piccio Garden, Villamor, Pasay City* which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before ***1:20 PM on December 1, 2022***. Online or electronic submission of bids is not permitted. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on ***December 1, 2022 at 1:30 PM*** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The ***Philippine State College of Aeronautics*** 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:

NOEL E. LAGUI

Head, BAC Secretariat

PhilSCA, Piccio Garden, Villamor, Pasay City

Contact No. 0928-5244731

philscabac@gmail.com

12. You may visit the following websites:

For downloading of Bidding Documents:

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

(You may also request a copy of the Bidding Documents via email.)

November 10, 2022

DR. DARBY P. ESPERANZATE
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Philippine State College of Aeronautics, wishes to receive Bids for the early *Procurement of Janitorial and Human Resources Services for the Philippine State College of Aeronautics for CY 2023*, with identification number *PB2022 – GS – 14*.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for 2023 in the amount of *Twelve Million Five Hundred Thousand Pesos, PhP 12,500,000.00*.

2.2. The source of funding is:

a. NGA, the National Expenditure Program for 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.
 - b. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements:
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services* of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

8. Pre-Bid Conference

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

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 **two (2) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

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

- a. Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration² 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**.

² 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.

- 14.2. The Bid and bid security shall be valid until **March 29, 2023**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall

consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as 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

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. <i>Contracts providing janitorial and/or manpower services</i> b. completed within two (2) years prior to the deadline for the submission and receipt of bids,
7.1	Subcontracting is not allowed.
9	Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such request 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	<p>Other Requirements:</p> <ol style="list-style-type: none"> 1. Compliance to Additional Set of Technical Parameters under the Guidelines on the Procurement of Security and Janitorial Services: <ul style="list-style-type: none"> a. Stability (Years of Experience, Liquidity of the Contractor, Organizational Set-Up) b. Resources (Number and Kinds of Equipment and Supplies, Number of Janitors and Supervisors) c. Housekeeping Plan d. Other Factors (Recruitment and Selection Criteria, Completeness of Uniforms and other Paraphernalia) 2. Updated Clearances/Certification or Proof of Remittances (up to October 2022) <ul style="list-style-type: none"> a. SSS Remittances b. PAGIBIG Remittances c. PhilHealth Remittances 3. Certification of no Pending case from DOLE and NLRC. 4. A flasdrive containing scanned copies of all submitted documents for the opening of bids (all eligibility, technical, financial documents and all other requirements.

12	The price of the Goods/Services shall be on the current market prices and minimum wage order and other relevant laws.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than PhP 250,000 <i>which is equivalent two percent (2%) of ABCJ</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than PhP 625,000.00 which is equivalent to <i>five percent (5%) of ABCJ</i> if bid security is in Surety Bond.
15	<p>Bidders are required to submit one (1) original copy and two (2) photocopies of the eligibility & technical documents and Financial documents:</p> <p>One Big Envelop must consists of two envelopes: Envelope - A and Envelope – B</p> <p>Inside Envelope – A (Eligibility and Technical Requirements/Document)</p> <ol style="list-style-type: none"> 1. ORIGINAL COPY 2. Copy 1 3. Copy 2 <p>Inside Envelope – B (Financial Requirements/Document)</p> <ol style="list-style-type: none"> 1. ORIGINAL COPY 2. Copy 1 3. Copy 2 <p><i>All pages must be properly signed.</i></p>
19.3	The project shall be awarded in 1 (one) lot .
20.1	<p>The Bidder shall be required to 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.</p> <p>The bidder shall also be required to submit their Deed of Undertaking of their Compliance with Labor Standard Laws.</p> <p>Non-submission of the said documents during the submission of bids shall not render the Bid non-responsive and shall not be a ground or disqualification. But the same shall be submitted during the post-qualification.</p>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

- 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

Special Conditions of Contract

GCC Clause	
1	<p>All terms and conditions specified in Section VII (Technical Specifications) of this procurement project shall form part of the Contract.</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>“The delivery terms applicable to this Contract are delivered to <i>PhilSCA Villamor Campus</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/are: DR. ESTRELLA E. YAGO, Director for Admin Services, PhilSCA – VAB Campus, Pasay City</p>
2.2	<p>Payments shall be made on a monthly basis upon issuance of Certificate of Inspection</p> <p>The Service Provider’s request/s for payment shall be made to the Procuring Entity in writing accompanied by an invoice describing as appropriate, the service performed.</p>
4	<p>The inspections and tests that will be conducted are:</p> <ol style="list-style-type: none"> 1. Examination of documents to verify the validity of the submitted Technical Documents; 2. Others that may be necessary to the TWG in their preparation of the Post-Qualification Report; and <p>BAC-TWG shall coordinate with the winning bidder other requirements and procedures re: inspection and tests.</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	Approved Budget Cost for the Contract	Total	Delivered, Weeks/Months
1	Provision for Janitorial and Human Resource Services for CY 2023	PhP 12,500,000.00	39 personnel	(January 01, 2021 to December 31, 2021)

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

Name of Company/Bidder	Signature over Printed Name of Representative	Date
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Section VII. Technical Specifications

Technical Specifications

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

	<p>Qualifications of the Contractor</p> <p>1. Must be a duly licensed and registered Service Contractor in accordance with Department Order No. 174, series of 2017 (D.O. 174,S 2017)</p> <p>2. Must be duly registered with the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI), or Cooperative Development Authority (CDA).</p> <p>3. Must present a Client Satisfaction Rating from at least three (3) government agencies or private corporations, with who, the contractor has a past or ongoing contract.</p> <p>4. Must be based in or around Metro Manila.</p> <p>5. Must have at least 5 years of experience in the business.</p> <p>6. Must have Net Financial Contracting Capacity (NFCC) at least equal to the Approved Budget for the Contract (ABC).</p> <p>7. Must submit a copy of the Company's Organizational and Functional Set-up.</p> <p>8. Must submit a copy of Company's actual number and kind of equipment used in its business operations.</p> <p>9. Must have at least one hundred (100) janitors/manpower /service partners deployed.</p>	
	<p>Duties and Responsibilities of the Contractor</p> <p>1. Must submit a sworn statement that it is compliant with the Labor Laws and Other Social Legislations as mandated by section 25.2 of the Implementing Rules and Regulations of R.A 9184.</p>	
	<p>2. Must provide certifications from the proper government agencies that it is religiously paying the Social Security System, Pag-Ibig Fund, and Philhealth Insurance</p>	

	contributions as mandated by law, as well as income taxes (if applicable) of the employees.	
	3. Must warrant that its employees are paid not less than the minimum wage as provided by law.	
	4. Upon request, must provide the PhilSCA with documents to verify the identity of the contractual employees assigned to the premises.	
	5. Must provide the PhilSCA's Chief, General Services and Chief, CSSO and HR with complete and up-to-date list and pictures of its contractual employees assigned to the premises.	
	6. Must submit to the PhilSCA within the first five (5) days of every month a statement signed by the contractor's duly authorized representative that it has paid all the wages, salaries, compensation and other benefits of the employees assigned at the PhilSCA for services rendered by them during the immediately preceding month, and that such payments were all in accordance with the requirements of law.	
	7. Must submit to the PhilSCA within the first ten (10) days of every quarter a copy of its duly accomplished forms signed by the authorized Contractor's signature of the quarterly SSS remittance form together with the corresponding check voucher.	
	8. The Contractor shall have direct supervision and control over all contracted employees.	
	9. As an employer, the Contractor shall have the exclusive and absolute right to suspend, lay-off, terminate and/or impose disciplinary measures, direct and control the services and determine the wages, salaries and compensation of the employees who shall be assigned to the PhilSCA. The Contractor shall replace any personnel found ineffective or negligent in the performance of their duties upon recommendation by the Chief, GSD	

	within three (3) calendar days from receipt of the report.	
	10. The Contractor shall assume full responsibility and undertake to reimburse the PhilSCA for any loss, damage, or injury caused to PhilSCA or its employees properties or premises, arising from or occasioned by the employee's act or omission.	
	11. The Contractor shall take necessary precaution and exercise due care and diligence in the performance of its undertaking so as not to cause injury, damage or loss to any person and property and shall at all times save the PhilSCA from any claim for damage arising therefrom.	
	12. The Contractor shall provide cleanliness and maintenance service to PhilSCA for 8 hours a day, six (6) days a week, from Monday to Sunday.	
	13. The Contractor shall prepare the weekly schedule of the janitors and maintenance personnel and ensure that they shall only work 8 hours a day, five days a week, or a total of forty (40) hours a week.	
	14. The Contractor shall prepare the weekly schedule which shall ensure the availability of a skeletal personnel workforce on Saturdays and Sundays.	
	15. The Contractor shall ensure the availability of a replacement personnel in case of an unscheduled absence.	
	16. The Contractor must provide the employees assigned to PhilSCA with proper uniforms. The Contractor must ensure that all employees wear the prescribed uniform at all times while on duty.	
	17. As the need arises, the Contractor must provide additional personnel or reduce the number of personnel assigned and the corresponding cleaning materials upon request of the client under the same rate and manner of payment.	

18. The contract shall cover the Janitorial Services for the academics and administrative areas including classrooms, comfort rooms, grounds and surroundings of the Philippine Sate College of Aeronautics – Villamor campus as identified below:

AREA	1 st shift	2 nd shift
GROUND AREA		
Founder’s Plaza; Parking Areas; Infront of Gate 2 (along South Super Hi-way)	1	
Activity Areas (Covered Court and its surroundings including the CR in the area	1	1
Guestel Area, Motorpool and MRF area	1	1
BUILDING A (including offices, faculty rooms and CR and in the corresponding floor level)		
1 ST Floor	1	1
2 nd Floor	2	2
3 rd Floor	1	1
4 th Floor	1	1
BUILDING B (including offices, faculty rooms and CR in the corresponding floor level)		
1 ST Floor	1	1
2 nd Floor	1	1
3 rd Floor	1	1
4 th Floor	1	1
Hangar, Flying School, AMT Laboratories, New Laboratory Building	1	1
Supervisors	1	
GRAND TOTAL	26	

19. There shall be no work on and Legal Holidays except upon request and/or approval of the Chief, General Services Division as the case maybe, but PhilSCA shall not be liable for any overtime pay for the work rendered during Legal holidays.

	<p>20. The working period shall be six (6) days in a week as follows:</p> <table border="1" data-bbox="343 295 938 743"> <tr> <td data-bbox="343 295 497 331">Mon</td> <td data-bbox="497 295 778 331">to</td> <td data-bbox="778 295 938 331">5:00 am – 2:00 pm</td> <td data-bbox="938 295 1114 331">1st Shift</td> </tr> <tr> <td data-bbox="343 331 497 367">Fri</td> <td data-bbox="497 331 778 367"></td> <td data-bbox="778 331 938 367">12:00nn – 9:00 pm</td> <td data-bbox="938 331 1114 367">2nd Shift</td> </tr> <tr> <td data-bbox="343 367 497 555">Saturdays</td> <td data-bbox="497 367 778 555"></td> <td data-bbox="778 367 938 555">7:00 am – 4:00 pm</td> <td data-bbox="938 367 1114 555">Those who are in the 1st shift schedule</td> </tr> <tr> <td data-bbox="343 555 497 743">Sundays</td> <td data-bbox="497 555 778 743"></td> <td data-bbox="778 555 938 743">7:00 am – 4:00 pm</td> <td data-bbox="938 555 1114 743">Those who are in the 2nd shift schedule</td> </tr> </table>	Mon	to	5:00 am – 2:00 pm	1 st Shift	Fri		12:00nn – 9:00 pm	2 nd Shift	Saturdays		7:00 am – 4:00 pm	Those who are in the 1 st shift schedule	Sundays		7:00 am – 4:00 pm	Those who are in the 2 nd shift schedule	
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	<p>21. The Janitorial Personnel shall perform the following activities:</p> <p>A. BUILDING HOUSEKEEPING</p> <p>DAILY JANITORIAL ACTIVITIES</p> <ul style="list-style-type: none"> ➤ Sweeping, damp mopping scrubbing, and spray buffing of all floors – including elevators – to maintain luster and shine at all times. ➤ Cleaning of interior glass panels and their appurtenant steel or aluminum frames through scrubbing and wiping by application of cleaning solutions to remove dust, soot and grime. ➤ Cleaning, dusting and damp wiping of office furniture, fixtures and equipment and application of appropriate furniture polish to maintain luster and shine at all times. ➤ Keeping stairways, fire exits, and entrances clean and free of obstruction at all times. 																	

	<ul style="list-style-type: none"> ➤ Cleaning, sanitizing and disinfecting comfort room urinals, lavatories, toilet bowls, and wash room basins. ➤ Checking and reloading if required of toilet paper, liquid hand soap and other toilet supplies. ➤ Cleaning of wastebaskets and vertical and horizontal blinds. ➤ Sweeping, vacuum cleaning and stain spotting of carpeted rooms. ➤ Sweeping of driveways, dumpsite and surroundings. ➤ Informing the Chief of the General Services Department, of any defective conditions such as busted bulbs, leaking faucets/cracked wall plaster, unsafe conditions and/or any unusual activity within the building and its surroundings. ➤ Movement and transfer of furniture, equipment, supplies, and materials as may be necessary, and only upon the instruction of the Chief of the General Services Department. ➤ Collection and disposal of trash and other trash materials to the garbage dump, compliant with RA No. 9003 (Ecological Solid Waste Management Act). ➤ Perform such services usually necessary or desirable for the maintenance and upkeep of the office premises and minister to the personal comfort, convenience, or safety of 	
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PhilSCA Officers, employees, students, and visitors.

WEEKLY JANITORIAL ACTIVITIES

- General cleaning, washing, scrubbing and polishing of floors, hallways, comfort rooms and wash rooms, interior glass panels, and baseboards.
- General cleaning of wall partitions and other vertical surfaces.
- General cleaning of offices including dusting, spot, scrubbing, and damp wiping of office furniture, fixtures and equipment and application of furniture polish.
- Sweeping and washing of driveways, dumpsite, and surroundings.

MONTHLY JANITORIAL ACTIVITIES

- General cleaning of Office Premises.
- Cleaning and application of polishing solution to the vertical/horizontal walls, dividers, and ledges of the division premises.
- General cleaning of wall partitions and other vertical surfaces.
- General cleaning of PhilSCA parapets.

	<ul style="list-style-type: none"> ➤ General cleaning of offices including dusting and damp, wiping of office furniture, fixtures and equipment and application of furniture polish. ➤ General cleaning of surfaces, receptacles, corners, air conditioning vents, and areas that are not ordinarily cleaned during the daily and weekly services. ➤ Cleaning and de-clogging of decks, gutters, downspouts, storm drains. ➤ General cleaning of light diffusers and other receptacles. <p>SEMI-ANNUAL JANITORIAL ACTIVITIES</p> <ul style="list-style-type: none"> ➤ General cleaning, washing, scrubbing and polishing of floors, hallways, comfort rooms and wash rooms, interior glass panels, and baseboards. ➤ Stripping and scrubbing of old coat wax, reapplication of new coat and polishing. ➤ General cleaning of wall partitions and other vertical surfaces. ➤ Shampooing of carpets. ➤ General cleaning of offices including dusting and damp wiping of office furniture, fixtures and equipment and application of furniture polish. ➤ General cleaning of exterior glass panels and their appurtenant steel or aluminium frames. 	
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	<ul style="list-style-type: none"> ➤ General cleaning of surfaces, crevices, receptacles, corners, air conditioning vents, and areas that are not ordinarily cleaned during the daily and weekly services. <p>B. GROUND MAINTENANCE</p> <ul style="list-style-type: none"> ➤ Trimming of grass and shrubs as necessary. ➤ Watering of flowering plants, shrubs, and grass as necessary. ➤ Bringing out to sun potted plants as necessary. ➤ Application of fertilizers to plants as necessary. ➤ Sweeping of grounds and parking areas of dust, litter, and other debris. ➤ General cleaning and washing of parking areas of accumulated dust and oil stain. <p>C. SPECIAL SERVICES</p> <ul style="list-style-type: none"> ➤ Keep watch and take action to prevent or mitigate damage to the building and its facilities during emergency situations such as typhoons, floods, earthquakes, power failures and fire incidents. ➤ Report to the Chief of the PhilSCA General Services Department repairs or maintenance requirements pertaining to civil, mechanical, electrical and plumbing facilities of the building for 	
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	<p>proper disposition as well as requirement for pest control.</p> <p>➤ Assists in loading and unloading of cargoes or in the hauling and porting of furniture and things from one place to another when necessary.</p>	
	<p>Janitorial Equipment, Materials and Supplies</p> <p>22. The Contractor shall provide the tools and equipment for the Janitorial Service as listed in Annex A one (1) working day before the commencement of the contract. These tools and equipment shall be in good working condition during the entire contract period.</p>	
	<p>23. The Contractor shall provide within the prescribed period the materials, supplies/consumables necessary to carry out the janitorial services in the PhilSCA as per allocation of supplies indicated in Annex B.</p>	
	<p>24. Supplies for the first month of the contract shall be delivered by the Contractor to the Chief of the General Services Department within five (5) working days before the commencement of the contract.</p> <p>Thereafter, supplies for each month/quarter must be delivered by the Contractor to the Chief of the General Services Department within five (5) working days before the start of each month/quarter.</p> <p>Monthly supplies and other equipment being operated by the janitors for the purpose of carrying out its janitorial services shall be stored in the designated storage rooms to be provided by PhilSCA. The storage room shall be under the control of the General Services Department (GSD) or its authorized representatives who shall release such supplies daily to the Contractor's supervisor or</p>	

	authorized personnel of the Contractor from time to time when requested and needed													
	<p>SCOPE AND SERVICE FOR MANPOWER SERVICE</p> <p>25. The Contractor shall provide Manpower Services capable of doing the following:</p> <table border="1"> <thead> <tr> <th>Description</th> <th>No. of Personnel</th> </tr> </thead> <tbody> <tr> <td>Carpentry, masonry and painting works</td> <td>6</td> </tr> <tr> <td>Maintenance, installation, trouble shooting and repairs involving electrical system</td> <td rowspan="3">6</td> </tr> <tr> <td>Maintenance, installation, trouble shooting and repairs involving fans and air-conditioning units</td> </tr> <tr> <td>Drawing, design and illustration using computer aided drawing (CAD) and design technology in construction, renovation and repair of PhilSCA buildings, various offices and facilities</td> </tr> <tr> <td>Maintenance and repair of PhilSCA motor vehicles.</td> <td>1</td> </tr> <tr> <td>TOTAL</td> <td>13</td> </tr> </tbody> </table>	Description	No. of Personnel	Carpentry, masonry and painting works	6	Maintenance, installation, trouble shooting and repairs involving electrical system	6	Maintenance, installation, trouble shooting and repairs involving fans and air-conditioning units	Drawing, design and illustration using computer aided drawing (CAD) and design technology in construction, renovation and repair of PhilSCA buildings, various offices and facilities	Maintenance and repair of PhilSCA motor vehicles.	1	TOTAL	13	
Description	No. of Personnel													
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Maintenance and repair of PhilSCA motor vehicles.	1													
TOTAL	13													
	26. The working period shall be six (6) days Mondays to Saturdays except Legal Holidays from 8:00AM to 5:00PM.													
	<p>27. The Manpower Services shall perform the following:</p> <table border="1"> <thead> <tr> <th>Activities</th> <th>Frequency</th> </tr> </thead> <tbody> <tr> <td>CARPENTRY, MASONRY AND PAINTING WORKS</td> <td></td> </tr> <tr> <td>Respond to service requests of head of offices / employees relative to carpentry, masonry and painting works</td> <td>Daily and/or as needed</td> </tr> <tr> <td>Renovate and repair office rooms in response to request</td> <td>As needed</td> </tr> <tr> <td>Repair/fabricate/repaint office furniture and fixtures</td> <td>As needed</td> </tr> </tbody> </table>	Activities	Frequency	CARPENTRY, MASONRY AND PAINTING WORKS		Respond to service requests of head of offices / employees relative to carpentry, masonry and painting works	Daily and/or as needed	Renovate and repair office rooms in response to request	As needed	Repair/fabricate/repaint office furniture and fixtures	As needed			
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Renovate and repair office rooms in response to request	As needed													
Repair/fabricate/repaint office furniture and fixtures	As needed													

	(cabinets, tables, shelves, chairs and others)	
	Construct/repair/paint defective / dilapidated doors (door jambs, knobs), ceiling boards, counters, windows, walls, partitions, etc.	As needed
	Plaster concrete pavement, columns and walls in the PhilSCA compound	As needed
	Paint parking lanes, concrete gutters, perimeter fences, lamp posts, bricks, guard houses, etc.	As needed
	Estimate materials to be used for the carpentry, masonry and painting works projects.	As needed
	Assist other maintenance personnel in repair and maintenance on electrical and plumbing works	Daily and/or as needed
	Perform such other related functions as may be assigned	Daily and/or as needed
	MAINTENANCE, INSTALLATION, TROUBLE SHOOTING AND REPAIRS INVOLVED ELECTRICAL SYSTEM	
	Inspection of common areas for busted bulbs, ballasts, power outlets and switches of building a, building b, hangar, covered court, guestel, canteen and motorpool.	
	a.1 Lobbies, stairways, hallways, fire exits, comfort rooms, electrical rooms, and corridors	Daily
	a.2 Water tank area	Daily
	a.3 Perimeter Lightings	Daily
	a.4 Guard houses	Daily
	a.5 Pump area	Daily
	A. Maintenance of facilities of the following buildings: <ul style="list-style-type: none"> ➤ BUILDING A (4 FLOORS INCLUDING ROOF DECK) ➤ BUILDING B (4 FLOORS) ➤ HANGAR (2 FLOORS) GUESTEL (2 FLOORS INCLUDING ROOF TOP)	Monthly

<p>b.1 Panel Boards, Distribution Switchboards and Circuit breakers</p> <ul style="list-style-type: none"> ➤ Check, if there is overheating of the terminals of the circuit breakers and retighten loose connections if necessary. ➤ Clean Panel Boards <p>Clean Electrical Rooms</p>	<p>Monthly</p>	
<p>B. Water pump</p> <ul style="list-style-type: none"> ➤ Check amperage ➤ Check abnormal noise, vibration and heat ➤ Check leaks ➤ Check the motor controls <p>Functionality check on float switches, suction and gate valve</p>	<p>Daily</p>	
<p>Cleaning of pit</p>	<p>Monthly</p>	
<p>Trouble shooting and repairs on electrical system of PhilSCA</p>	<p>As needed</p>	
<p>Replace defective switches</p>	<p>As needed</p>	
<p>Installation of additional lighting fixtures and power outlets</p>	<p>As needed</p>	
<p>Installation of new circuit/s for lights and power</p>	<p>As needed</p>	
<p>Replace busted bulbs, ballasts and power outlets</p>	<p>As needed</p>	
<p>Replace circuit breakers</p>	<p>As needed</p>	
<p>Minor repairs on water pumps concerning electrical system</p>	<p>As needed</p>	
<p>To be available for the operation of the building facilities that required to function.</p>	<p>Daily</p>	
<p>Conduct weekly cleaning and testing of Emergency lights.</p>	<p>Weekly (on Saturdays)</p>	
<p>Respond to emergency situation</p>	<p>As needed</p>	
<p>Report to the Chief of the General Service Department any electrical materials that needs replacement for procurement</p>	<p>As needed</p>	

	Perform such other related functions as may be assigned	Daily and/or as needed	
	REPAIR, INSTALLATION AND MAINTENANCE OF PLUMBING SYSTEM		
	Check for signs of water leaks in urinals, lavatories, P-traps, toilet bowls and pipes from the ceiling to the walls and the floors) and repair as necessary.	Daily	
	Check lavatories, slop sinks and floor drains		
	De-clog/remove obstructions on lavatories slop sinks and floor drains.	Daily	
	Check the flushing handles of the urinals and the toilet bowls. Flush each urinal and the toilet bowls to ensure that they are functioning properly in order to avoid continuous water flow.	Daily	
	Check all the faucets in the comfort room to ensure that there's no water leakage.	Daily	
	Conduct necessary repair on any plumbing fixture found defective.	Daily	
	Clean Sludge Trap and of Main Sewer Lines of PhilSCA.	Monthly and/or as needed	
	Clean and de-clog catch basins and storm drainage at PhilSCA buildings and premises.	Monthly and/or as needed	
	Check each fire hose cabinets of Bldg. A, Building B and Hangar.	Monthly	
	Attend to various service requests for plumbing works	Daily	
	Repairs and Installation ➤ Perform necessary repair and installations of plumbing	As needed	

<p>fixtures and/or system (e.g. urinal flush valves, faucets, p-traps, angle valves, toilet bowl flush valve)</p> <p>De-clog sanitary pipes, storm drainage and sewer lines for each floor of the buildings and other structures of PhilSCA</p>		
<p>Report to the Chief of General Services Department any plumbing materials that needs replacement for procurement</p>	<p>Daily or/as needed</p>	
<p>MAINTENANCE, INSTALLATION, TROUBLE SHOOTING AND REPAIRS INVOLVING FANS AND AIRCONDITIONING UNITS</p>		
<p>Install and test airconditioning system for proper functioning.</p>	<p>As needed</p>	
<p>Check and inspect A/C for troubleshooting and repair</p>	<p>Daily</p>	
<p>Make adjustments and do calibration of thermostatic controls to maximize the operational efficiency of the units.</p>	<p>As needed</p>	
<p>Check and diagnose electrical and mechanical defects and malfunctions of the AC.</p>	<p>Daily and/or as needed</p>	
<p>Install, replace, or repair equipment that has been damaged.</p>	<p>As needed</p>	
<p>Make plans and designs of the new airconditioning systems including installations and maintenance</p>	<p>As needed</p>	
<p>Perform maintenance of the AC</p>	<p>Daily</p>	
<p>Check for abnormal noise and vibrations</p>	<p>Daily</p>	

Check belt and fan blade conditions	Daily
Cleaning of Fan blades and fan motors	Weekly (on Saturdays)
Report to the Chief of General Services Department any cooling materials/parts that needs replacement for procurement	As needed
DRAWING, DESIGN AND ILLUSTRATION USING COMPUTER AIDED DRAWING (CAD) AND DESIGN TECHNOLOGY IN CONSTRUCTION, RENOVATION AND REPAIR OF PHILSCA BUILDINGS, VARIOUS OFFICES AND FACILITIES	
Prepare schematic diagrams, preliminary sketches, drawing options and final drawings of proposed fabrication, renovation and construction projects.	Daily and/or as needed
Perform calculations for materials and weight limitation	As needed
Prepare cost estimates/bill of materials to proposed projects of PhilSCA	As needed
Prepare, review and redrafting alongside outsourced construction companies.	As needed
Check, ensure and determine final designs are compliant with creating and building requirements	As needed
Identify and discuss potential design problems to the College President and other concern officials.	As needed
OPERATE/DRIVE, MAINTENANCE AND REPAIR OF PHILSCA MOTOR VEHICLES.	

Operate/drive the PhilSCA vehicles and preferably can drive bus.	As needed
Record fuel and oil consumption including the distance travelled.	Daily
Perform maintenance and repair of motor vehicles	Daily and/or as needed
Keeps and maintains the cleanliness and running conditions of the school vehicles at all times.	Daily
Valid driver's license must be in possession whenever operating the vehicle	Daily
Determine the needs and requirements of the vehicles assigned and submit to the Chief of Gen. Services Department for procurement	Daily and/or needed
Perform other related functions tasks as directed by the Chief of the General Services Department.	As needed
MANAGE THE MACHINES THAT MANUFACTURE AND REPAIR METAL STRUCTURES, TOOLS, AND EQUIPMENT	
Weld small and large components such as copper plumbing, beams, and pipelines	As needed
Use specialized machinery for industrial welding and oversee machines that perform the same job	As needed
Assess welded surfaces, structures and components to identify errors	Daily
Report damages on machines and equipment	As needed
Follow and enforce strict safety regulations such as wearing heat-resistant gloves, protective masks, and safety shoes	Daily

	Weld components in flat, vertical, and overhead positions.	As needed	
	Maintain equipment in a condition that does not compromise safety	Daily	
	<p>Manpower Tools and Equipment</p> <p>28. The contractor shall provide the tools and equipment for the manpower services as listed in Annex C one (1) working day before the commencement of the contract for manpower services. These tools and equipment shall be in good working condition during the entire contract period.</p>		
	<p>29. SERVICE LEVEL AGREEMENT</p> <p>PhilSCA shall maintain a Service Level Agreement (SLA) with the CONTRACTOR, with provisions for liquidated damages for their non compliance.</p> <p><i>Please see page 49 for the schedule of liquidated damages</i></p>		
	<p>TERMS OF PAYMENT</p> <p>30. The CONTRACTOR shall be paid on a monthly basis subject to the required Expanded Withholding Tax (EWT) of two percent (2%) and Final Withholding VAT of five percent (5%).</p>		
	<p>31. The CONTRACTOR shall be paid the first payment from submission of the documentary requirements such as, but not limited to the following:</p>		

	<p>31.1 Contractor's Bill/Statement of Account</p> <p>31.2 Record of Daily Attendance;</p> <p>31.3 Accomplishment Report;</p> <p>31.4 Delivery Receipt (for Supplies and Equipment);</p> <p>31.5 Request for Inspection;</p> <p>31.6 Certificate of Service Performance issued by the Chief, GSD and certified correct by Director for Administrative Services.</p> <p>31.7 Certificate of Acceptance (Supplies, Tools and Equipment) issued by GSD Chief and certified correct by the Dir. Of Administrative Services.</p> <p>31.8 Certification re:Tools and Equipment in good working condition issued by the Chief, GSD and certified correct by the Dir of Administrative Services.</p> <p>31.9 Inspection Committee Report (for Supplies and Equipment)</p> <p>31.10 Proof of remittance to concerned government agency and/or GOCC (BIR/SSS/Pag-ibig/Philhealth); and</p> <p>31.11 Letter of Introduction (LOI) (for new contractor)</p>	
	<p>32. The CONTRACTOR shall be paid the subsequent monthly payment from submission of the documentary requirements such as, but not limited to the following:</p> <p>32.1 Contractor's Bill/Statement of Account;</p> <p>32.2 Record of Daily Attendance;</p> <p>32.3 Accomplishment Report;</p> <p>32.4 Delivery Receipt (for Supplies);</p>	

	<p>32.5 Request for Inspection;</p> <p>32.6 Certificate of Service Performance issued by the Chief, GSD and certified correct by Director for Administrative Services.</p> <p>32.7 Certificate of Acceptance (Supplies) issued by GSD Chief and certified correct by the Dir. Of Administrative Services.</p> <p>32.8 Certification re:Tools and Equipment in good working condition issued by the Chief, GSD and certified correct by the Dir of Administrative Services.</p> <p>32.9 Inspection Committee Report (for Supplies and Equipment)</p> <p>32.10 Proof of remittance to concerned government agency and/or GOCC (BIR/SSS/Pag-ibig/Philhealth); and</p>	
	<p>33. Payment shall be made with a reasonable time from submission of the abovementioned requirements and all other documents based on existing accounting and auditing laws, rules and regulations.</p>	
	<p>34. No advance payment shall be made as provided in section 88 of PD 1445.</p>	
	<p>PRE-TERMINATION OF CONTRACT</p> <p>35. The contract for the JANITORIAL AND MANPOWER SERVICES AT THE PHILIPPINE STATE COLLEGE OF AERONAUTICS (PhilSCA), Villamor, Pasay City may be terminated by PhilSCA for any violation of the contract. In case pre-termination, the CONTRACTOR shall be informed by PhilSCA thirty (30) days prior to such termination.</p>	
	<p>36. In case of pre-termination, the CONTRACTOR shall be liable to additional unliquidated damages equivalent to one percent (1%) of the contract price as provided by the Government Accounting and Auditing Manual (GAAM) and forfeiture of the performance Security.</p>	

	37. PhilSCA shall have the right to blacklist the CONTRACTOR in case of pre-termination	
	38. The winning contractor will rent a room in PhilSCA Guestel to provide room for their personnel. The monthly rental depends on the amount issued by the IGP Office.	

VIII. SERVICE LEVEL AGREEMENT

PhilSCA shall maintain a Service Level Agreement (SLA) with the CONTRACTOR, with provisions for liquidated damages for their non-compliance.

COMPONENT	DESCRIPTION	LIQUIDATED DAMAGES
<p>Duties and Responsibilities of Contractor</p> <p>Scope of Work for Janitorial Services</p> <p>Scope and Service for Manpower Service</p>	<p>Attendance Section V-15; VI-2 (2.1); VII-2</p> <p>Tardinees Section VII-3(3.1) and VII-2</p> <p>Replacement any personnel found ineffective or negligent in the performance of their duties upon recommendation by the Chief, GSD within three (3) calendar days from receipt of the demand. Section V-9</p>	<p>Fifty percent (50%) of the total daily rate plus the daily rate of the absentee personnel without reliever be deducted from the monthly billing for everyday of absence</p> <p>Twenty-five percent (25%) of the total daily rate plus the total hourly rate of the tardy personnel shall be deducted from the monthly billing for every day of tardiness.</p> <p>Fifty percent (50%) of the total daily rate plus the daily rate of the ineffective or negligent personnel shall be deducted from the monthly billing for everyday of delay</p>
<p>Janitorial Equipment, Materials And Supplies</p>	<p>Provide the tools and equipment for the Janitorial Service as listed in Annex _____ one (1) working day before the commencement of the contract. These tools and equipment shall be in good working condition during the entire contract period. Section VI-3 (1)</p>	<p>Twenty five percent (25%) of the cost of the particular tools/equipment shall be deducted from the monthly billing every day of delay. Twenty five percent (25%) of the cost of particular non working tools/equipment shall be deducted per day of delay from the monthly billing.</p>

	Provide materials, supplies /consumables necessary to carry out the janitorial services in the PhilSCA as per allocation of supplies indicated in Annex_____. Section VI-3 (2)	Fifty percent (50%) of the cost of the particular supply/ies plus the cost of the particular supply/ies shall be deducted from the monthly billing for every day of delay.
Manpower Tools and Equipment	Provide the tools and equipment for the manpower services as listed in annex _____ one (1) working day before the commencement of the contract for manpower services. These tools and equipment shall be in good working condition during the entire contract period. Section VII-4	Twenty five percent (25%) of the cost of the particular tools/equipment shall be deducted from the monthly billing every day of delay. Twenty five percent (25%) of the cost of particular non working tools/equipment shall be deducted per day of delay from the monthly billing.

CLEANING SUPPLIES, TOOLS AND EQUIPMENT

ANNEX A

EQUIPMENT	QUANTITY
Heavy Duty Floor Polishers 16" Or 18" With Accessories	5
Wet And Dry Vacuum	2
Mop Squeezer with Bucket	9
Caution sign with Accessories	9
Aluminum Ladder 8ft	2
Garden Hose 5/8"x50	2
Welding Machine	1

TOOLS	DESCRIPTION	QUANTITY
Toilet Bowl Pump	Standard Size	64
Toilet Bowl Brush		100
Steel Brush	Standard Size	64
Soft Broom	Standard Size	64
Mop Head	Nylon thread	50
Dustpan	Plastic Standard Size	64
Cobwebber		64
Scrub Brush		64
Push Brush	Standard Size	64
Spray Bottle	500 ml	50
Pump Bottle Dispenser	500 ml	50

Pail	10 liters	50
Floor Squeegee 22"	Heavy Duty Metal	20
Spatula	Metal with rubber handle	56
Nylon Feather Duster	Standard Size	56
Washable working gloves cotton		112
Hand Gloves	Heavy Duty	112
Trash Bin	King Size 132 Liter Color: 2 yellow, 3 green, 3 red	11
Trash Bin	Medium size 75 liter/ color: yellow	25
Trash Bin	Small size 28 liter	50

ANNEX B

CONSUMABLES	DESCRIPTION	QUANTITY
Sponge	Combination of Scrubbing Pad And Foam – Regular Size	500 pcs
Round Cloth Rags	Regular Size	550 kg
Flannel Rags	Rectangular 12"x18"	200 pcs
Chlorine powder		350 KGS
All purpose cleaner		300 gallons
Detergent powder soap		400 kg
Bar soap		200 PCS
Bleaching solution/disinfectant		300 gallons
Furniture Polish	Elongated Shape canister 330 ml Shine Furniture Cabinets, counter tops, vinyl and leather	400 canisters
Fabric conditioner		10 gallons
Insect Repellent	300ml multi-insect killer	150 canisters
Wax stripper	Heavy-Duty Liquid Floor stripper F1 Net content: 5L UN classification: SKU 5161911	
Complete Wax	Long-Lasting Durable Liquid Floor Finish F2dz Net Content: 5L SKU: 5161831	300 pcs – w/Net Content 5L
Garbage Bag	Small	3000 pcs
Garbage bag	XXXL	20000 pcs
Garbage bag	Medium	1500 PCS
Toilet bowl cleaner		100 gallons
Liquid Handsoap		100 gals
Carpet shampoo		10 gallons
Glass cleaner		10 gallons
Deodorant cake	50g-99% paradichlorobenzene	2000 pcs
Hand pad	Green scrubbing pad rectangular shape	350 pcs
Polishing pad	White 16" diameter round	50 pcs

lysol	340 grams	816 CANISTER
Airfreshner		1,500 canisters
Doormat	Rectangular Shape, Plastic Wall Mounted, size 8" x 20"	301 pcs
Toilet Tissue paper	White color, unscented, 2 ply	5000 rolls

ANNEX C

MANPOWER TOOLS AND EQUIPMENT

DESCRIPTION	QUANTITY
High Pressure Portable Washer	1
Compressor	1
Tester	2
Tools for Carpentry/Mason/painter	2 sets
Tools and Equipment for Aircon Technician	1 set

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

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

Financial Documents

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

Class "B" Documents

Other Requirements:

1. Compliance to Additional Set of Technical Parameters under the Guidelines on the Procurement of Security and Janitorial Services:
 - a. Stability (Years of Experience, Liquidity of the Contractor, Organizational Set-Up)
 - b. Resources (Number and Kinds of Equipment and Supplies, Number of Janitors and Supervisors)
 - c. Housekeeping Plan
 - d. Other Factors (Recruitment and Selection Criteria, Completeness of Uniforms and other Paraphernalia)
2. Updated Clearances or Proof of Remittances (January 2022 to October 2022)
 - a. SSS Remittances
 - b. PAGIBIG Remittances
 - c. PhilHealth Remittances
3. Certification of no Pending case from DOLE and NLRC.
4. A flasdrive containing scanned copies of all submitted documents for the opening of bids (all eligibility, technical, financial documents and all other requirements).

II. FINANCIAL COMPONENT ENVELOPE

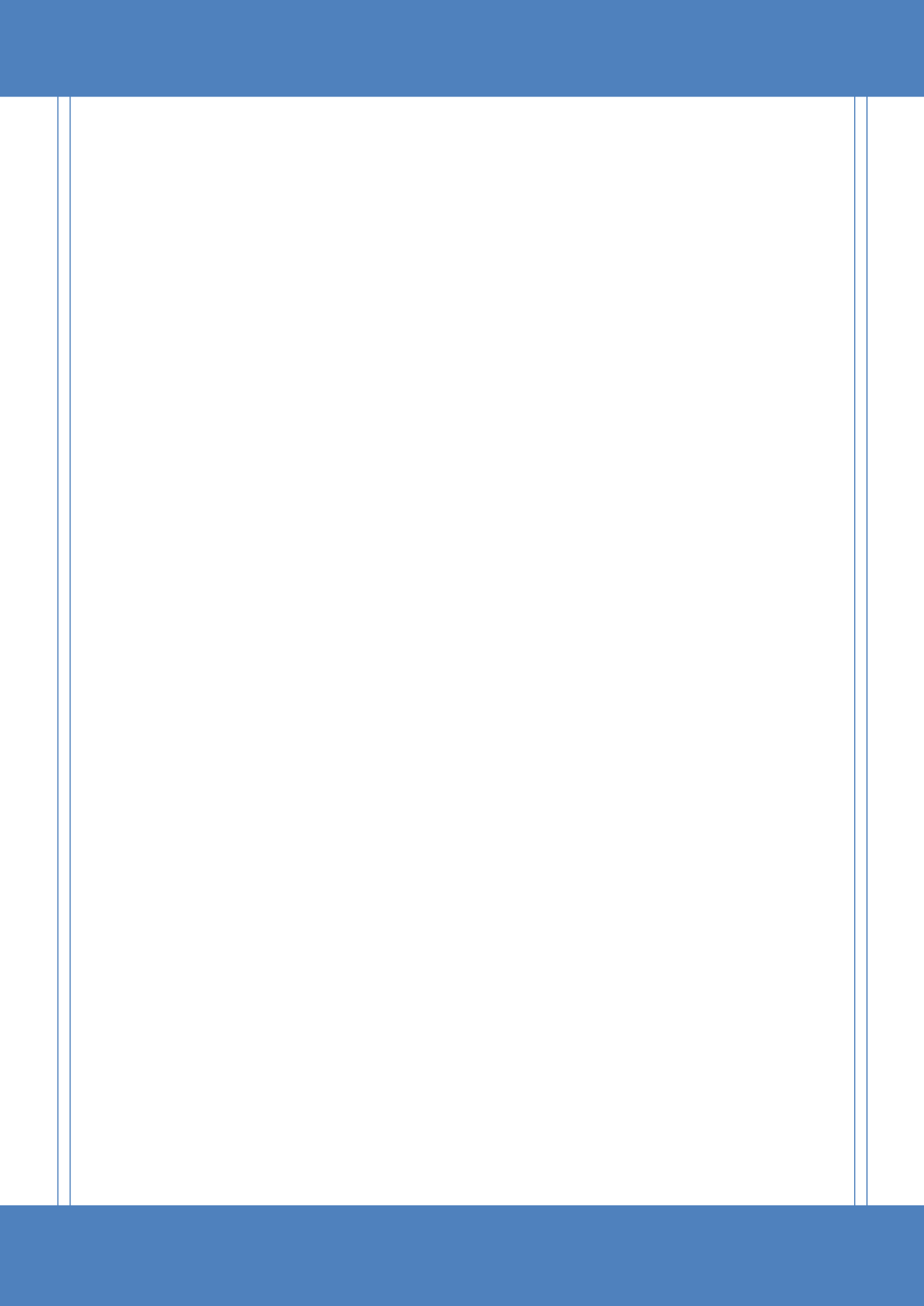
- (l) Original of duly signed and accomplished Financial Bid Form; **and**
- (m) Original of duly signed and accomplished Price Schedule(s).

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

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

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

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Section IX. Required Forms

APPENDIX "1"

Bid Form for the Procurement of Goods

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
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.

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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: _____

For Goods Offered From Within the Philippines

Name of Bidder _____ Invitation to Bid³ Number ____ Page of ____.

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

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign Bid for and on behalf of _____

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

Statement of Single Largest Completed Contract which is similar in nature

Business Name : _____

Business Address : _____

**End User's
Acceptance**

Name of Contract Date of	Contract Kinds of Good	Amount of Contract Date of	Delivery or Official Receipt(s)	Issued for <u>the</u> <u>Contract</u>
---	---------------------------------------	---	--	--

Submitted by : _____
(Printed Name and Signature)

Designation : _____

Date : _____

Instructions:

- a) State the single largest completed contract (government or private) within two (2) years prior to bid opening.

**List of all Ongoing Government & Private Contracts including Contracts
awarded but not yet started**

Business Name : _____

Business Address : _____

	Amount of
Name of Contract	
Date of Contract	
	<u>Government</u>
	Kinds of Good
	Contract/Value of
	Outstanding <u>Contract</u>
	Date of Delivery
<u>Private</u>	

Submitted by : _____
(Printed Name and Signature)

Designation : _____

Date : _____

Instructions:

- a) State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project being bid). b) If there is no on-going contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- c) The total amount of the on-going and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).

Bid Securing Declaration Form

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]

NFCC COMPUTATION FORMAT

- a. Summary of the Applicant Supplier’s/Distributor’s/Manufacturer’s assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped “RECEIVED” by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

YEAR 20_____

- A Total Assets
- B Current Assets
- C Total Liabilities
- D Current Liabilities
- E Net Worth (A-C)
- F Net Working Capital (B-D)

- b. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = K (current asset – current liabilities) minus value of all outstanding works under ongoing contracts including awarded contracts yet to be started

NFCC = P_____

K = 15

Herewith attached are certified true copies of the income tax return and audited financial statement: stamped “RECEIVED” by the BIR or BIR authorized collecting agent for the immediately preceding year.

Submitted by:

Name of Supplier/Distributor/Manufacturer Signature
of Authorized Representative

Date : _____

Note: If partnership or Joint Venture, each partner or member firm of Joint Venture shall submit the above requirements.

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;

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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**

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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.

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[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Performance Securing Declaration (Revised)

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

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

PERFORMANCE SECURING DECLARATION

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

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

I/We, the undersigned, declare that:

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

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

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

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

