



DEPARTMENT OF ENERGY

(Kagawaran ng Enerhiya)

Procurement Management Division

3F DOE Main Bldg., Energy Center, Rizal Drive Bonifacio

Global City, Taguig City, Philippines 1632

Telephone No.: (02) 3479-2900 local 383

Facsimile: (02) 8541-4105

Email address: bacsecretariat@doe.gov.ph

BIDDING DOCUMENTS

**Janitorial Services
(Multi-Year Contract)**

(Purchase Request No.02-0101-2023-EP-0029)

Multi-Year Contract Authority No. MYCA-BMB-E-22-0000067

**6th Edition
July 2020**

Section I. Invitation to Bid



EARLY PROCUREMENT OF DOE'S JANITORIAL SERVICES (MULTI-YEAR CONTRACT)

1. The **Department of Energy (DOE)** is undertaking this procurement under the Guidelines for the Implementation of Early Procurement for the Early Procurement of DOE's Janitorial Services and intends to apply the sum of Nineteen Million Seven Hundred Forty-Nine Thousand Nine Hundred Seventy-Six Pesos (Php19,749,976.00) being the Approved Budget for the Contract (ABC) for the 1st year of the three (3) years multi-year contract, to payments under Purchase Request No. 02-0101-2023-EP-0029. Bids received in excess of the ABC shall be automatically rejected at bid opening. The award of the contract is subject to the effectivity of GAA for FY 2023.

Below is the schedule of total approved budget allocation for this multi-year project under the Department of Budget and Management Approved Multi-Year Contract Authority No. MYCA-BMB-E-22-0000067:

Year	Approved Budget under Multi-year Contract (Php)
1 st year (1 January 2023- 31 December 2023)	19,749,976.00
2 nd year (1 January 2024- 31 December 2024)	19,826,380.00
3 rd year (1 January 2025- 31 December 2025)	19,826,380.00

Once awarded, the winning bidder has the obligation to honor the succeeding year contract with DOE based on the above schedule of approved budget. The DOE reserves the right to pre-terminate contract without liability for reasons of budgetary limitations in succeeding years.

2. The DOE now invites bids for Early Procurement of DOE's Janitorial Services (Multi-Year Contract). Delivery of the Goods and Services is required **to start within fifteen (15) calendar days** upon receipt of Notice to Proceed. Bidders should have completed a contract similar to the Project, within two (2) years from the date of submission and receipt of bids. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".

Under GPPB Resolution No. 09-2020, due to logistical constraint brought about by the public safety emergency, the bidder may submit alternate eligibility documents such as, Expired Business/Mayor's permit with proof and/or receipt of renewal, unnotarized Omnibus Sworn Statement and Bid Securing Declaration form, the said submission is conditioned that the winning bidder shall replace such

submission with the proper required documents, otherwise , the corresponding payment will not be processed. The Performance Securing Declaration is acceptable subject to the conditions set forth under the above resolution.

Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the IRR of RA 9184.

4. Interested bidders may obtain further information from *Department of Energy – Procurement Management Division* and inspect the Bidding Documents at the address given below during office hours from Mondays to Fridays 8:00am to 4:00pm.

Procurement Management Division
Department of Energy
3F DOE Main Building, Energy Center,
Rizal Drive, Bonifacio Global City
Taguig City, Philippines 1632

Considering the COVID -19 situation, the DOE also accepts payment for the bid documents through bank payment (Landbank of the Philippines):

Payment for	:	Bidding Documents for [Item to be Bidded]
Payee Account Name	:	DOE Trust Fund
Account Number	:	0052-1155-58
Swift Code	:	TLBPPHMM
Beneficiary Address	:	Department of Energy, Energy Center, BGC, Taguig City

Copy of the payment receipt must be emailed to:

Jaymee Joy A. Deogracias:
bacsecretariat@doe.gov.ph or jdeogracias@doe.gov.ph

For pre-bid conference purposes, the bid documents may be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity. The bidder shall pay the Bidding Documents not later than the submission of their bids.

With the current COVID-19 community quarantine measures, bidders are encouraged to download a copy of the Bid Documents for pre-bid conference purposes instead of physically securing a hard copy at the DOE-BAC Secretariat office.

5. A complete set of Bidding Documents may be acquired by interested Bidders of **15 December 2022** from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to Section 5 of Appendix 8 of the 2016 IRR of RA 9184, in the amount of Php25,000.00.
6. The Department of Energy will hold a Pre-Bid Conference on **22 December 2022** which will start at **9:00 AM** at the DOE – **Audio Visual Room** DOE BAC Main Office.

If the Bidders has COVID-19 related constraints, they have the options to attend the Prebid thru Video conferencing using MS Teams, prospective bidders are advised to download MS Teams app prior to the date of the Pre-bid Conference. The bidders are required to submit the following information through bacsecretariat@doe.gov.ph or jdeogracias@doe.gov.ph on or before **21 December 2022**:

1. Complete name of the authorized company representative who will participate in the Pre-Bid Conference. Complete company Name, address and contact details;
 2. Active email addresses where the invitation/link will be sent; and
 3. Indicate the item/s the company would like to participate
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **9:00 AM of 05 January 2023** or submission could be made through courier service provided it will be stamped-received by the DOE Records Management Division or the BAC Secretariat on or before **9:00 AM of 05 January 2023**. Online submission is not yet available. Late bids shall not be accepted.

**Procurement Management Division
Department of Energy
3F DOE Main Building, Energy Center,
Rizal Drive, Bonifacio Global City
Taguig City, Philippines 1632**

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 **10:00 AM of 05 January 2023**, DOE – Audio Visual Room, DOE-Main Building. Bidder's authorized representative, as stated in the bid submission, is required to attend the Bid Opening at the DOE AVR. Bids will be opened in the presence of the bidders' representative.

Department of Energy
DOE Main Building, Energy Center,
Rizal Drive, Bonifacio Global City
Taguig City, Philippines 1632

The official representative as stated in the bid submission is required to attend the bid opening. Due to community quarantine measures, attendees shall be subject to the DOE Protocol for Visitors; compliance to social distancing, wearing of masks, body temperature screening, filling up of self-screening form which must be filled-up prior to the arrival at DOE (the form can be downloaded at the DOE website). Visitors who show signs of COVID-19 related symptoms such as, cough, flu, fever, high body temperature, sneezing are advised not to proceed to DOE since they will not be allowed to enter the DOE compound. Virtual participation of the opening bids for Bidders can be witnessed through the MS Teams platform.

If the Bidders has COVID-19 related constraints, they have the options to attend the Opening of Bids thru Video conferencing using MS Teams, prospective bidders are advised to download MS Teams app prior to the date of the Pre-bid Conference. The bidders are required to submit the following information through bacsecretariat@doe.gov.ph or jdeogracias@doe.gov.ph on or before **04 January 2023**.

10. To minimize errors in the preparation of bids, bidders are strongly enjoined to send the person or representative actually preparing their bids to attend/participate in the Pre-bid Conference. The bidders' representative shall carefully consider all the discussions during the Pre-bid Conference and be guided by them in the preparation of bids.

Official communication or notification shall be sent through the official email provided by the suppliers and are considered official and duly received by the supplier even without confirmation of such receipt.

11. The Department of Energy (DOE) 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.
12. For further information, please refer to:

Jaymee Joy A. Deogracias

Procurement Management Division

3F DOE Main Bldg., Energy Center,

Rizal Drive Bonifacio Global City,

Taguig City, Philippines 1632

Email address: bacsecretariat@doe.gov.ph

Telephone/Facsimile: (02) 3479-2900 local 383 (02) 8541-4105

Website: www.doe.gov.ph

Usec. Giovanni Carlo J. Bacordo

Chairperson

Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Department of Energy wishes to receive Bids for the DOE's Janitorial Services (Multi-Year Contract) under Purchase Request No. 02-0101-2023-EP-0029.

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for GAA **FY2023** in the amount of Php19,749,976.00 for the 1st year of the Multi-Year Contract.

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 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 Procuring Entity has prescribed that: **Subcontracting is not allowed.**

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing 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 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 **is inclusive of all Value added tax and all other applicable taxes and charges** and shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to

Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

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

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration 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 05 May 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 maybe. In this case, the Bid Security as required by **ITB Clause 14** shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as One (1) 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

- 20.2. 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

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. Provisions of Institutional Janitorial Services b. completed within two (2) years prior to the deadline for the submission and receipt of bids
7.1	Subcontracting no allowed
10.1	Brochures of products being offered is part of the submission for post qualification
12	The price of the Goods shall be quoted DDP – Department of Energy, Taguig City or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. Not less than Php394,999.52.00 if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. Not less than Php987,498.8 if bid security is in Surety Bond.
15.	Each Bidder shall submit one (1) original and four (4) copies of the first and second components of its bid.
20.2	No further Instructions

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

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

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to the Contract are DDP delivered Department of Energy, Taguig City. In accordance with INCOTERMS.”</p> <p>“The delivery terms applicable to this Contract are Department of Energy, Taguig City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is: Mr. Jericho O. Bragado, Chief-GSD</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 at DOE Main Office. 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>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,</p>

	<p>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>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>
C	<p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>

2.2	<p>The terms of payment shall be as follows:</p> <p>Monthly Billing based on actual services rendered will be paid upon compliance with the billing and payment provision under the TOR and completion of all deliverables and issuance of end-user's acceptance certificate and submission of complete documents. Payment is through List of Due and Demandable Accounts Payable - Advice to Debit Account (LDDAP-ADA) and subject to usual government budgeting, auditing, and accounting procedures.</p>
4	Inspection and Tests: As stated in the TOR/Specifications
5.1	No further instructions

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 No.	Item	Qty.	Unit	Delivery Date
1	DOE's Janitorial Services (Multi-Year Contract)	1	Lot	Fifteen (15) Calendar Days upon receipt of Notice to Proceed

Section VII. Technical Specifications/ Terms of Reference

Terms of Reference/Specifications		Bidder's Compliance								
<p style="text-align: center;">DOE's Janitorial Services (Multi-Year Contract)</p> <p>. Approved budget allocation for this multi-year project under the Department of Budget and Management Approved Multi-Year Contract Authority No. MYCA-BMB-E-22-0000067:</p> <table><tr><th>Year</th><th>Approved Budget under Multi-year Contract (Php)</th></tr><tr><td>1st year (1 January 2023- 31 December 2023)</td><td>19,749,976.00</td></tr><tr><td>2nd year (1 January 2024- 31 December 2024)</td><td>19,826,380.00</td></tr><tr><td>3rd year (1 January 2025- 31 December 2025)</td><td>19,826,380.00</td></tr></table>		Year	Approved Budget under Multi-year Contract (Php)	1 st year (1 January 2023- 31 December 2023)	19,749,976.00	2 nd year (1 January 2024- 31 December 2024)	19,826,380.00	3 rd year (1 January 2025- 31 December 2025)	19,826,380.00	
Year	Approved Budget under Multi-year Contract (Php)									
1 st year (1 January 2023- 31 December 2023)	19,749,976.00									
2 nd year (1 January 2024- 31 December 2024)	19,826,380.00									
3 rd year (1 January 2025- 31 December 2025)	19,826,380.00									
<p style="text-align: center;">TERMS OF REFERENCE (TOR)</p> <p style="text-align: center;">CY2023 JANITORIAL, MAINTENANCE OF SANITATION & HYGIENIC PEST CONTROL SERVICES</p> <p style="text-align: center;">General Services Division (GSD)</p> <p>I. BACKGROUND</p> <p>The Department of Energy (DOE) as DOE needs the services of a duly licensed, competent and responsible SERVICE PROVIDER who shall render janitorial, maintenance of sanitation, and hygienic pest and rodent control services exclusive of termite control at DOE's premises, buildings, facilities and grounds as indicated below:</p> <p>a. Main Office premises at Bonifacio Global City (BGC), Taguig City;</p> <p>b. Leased office areas at PNOC Buildings at Energy Center, BGC;</p> <p>c. Vicinities of perimeter fences including the outside grassy area and creek at the western part of DOE's main office premises vicinity;</p> <p>d. Other premises or areas as identified by DOE:</p> <p>1. Areas where DOE shall be holding exhibits, programs, launching or related activities</p> <p>2. Hauling or retrieval of DOE's properties or moving of equipment or furniture; and</p> <p>e. DOE's Luzon Field Office (LFO) in Bgy Carmay East, Rosales Pangasinan.</p>										

II. GENERAL OBJECTIVE

The services shall cover janitorial, maintenance of sanitation and hygienic pest and rodent control services (except termite control) at the areas mentioned above and to ensure total eradication of pests at DOE's office premises and surroundings; with restrooms always clean and smelling good; having a well-kept and refreshing garden with healthy plants; all premises always clean with no accumulating dust, shiny floors and carpets are clean, dry and smelling good.

The new Contract will be on a Three (3) Year Period from 01 January 2023 to 31 December 2025. Annual performance evaluation shall be conducted to ensure the highest quality of service from the **SERVICE PROVIDER**.

III. MANPOWER (66 Personnel) See ANNEX "B"

- a. Main Office Premises and Leased Offices at PNOC Buildings (6 days a week, 8 hours a day)
 - 1. Two (2) general Supervisors (preferably Male) (1 each for 1st Shift and 2nd Shift)
 - 2. Forty-Five (45) janitors
 - 3. Fifteen (15) janitresses
- b. LFO Premises in Pangasinan (6 days a week, 8 hours a day)
 - 1. Two (2) Janitors
 - 2. Two (2) Janitress

IV. SCOPE OF WORKS

I. MAIN OFFICE PREMISES and LEASED OFFICE AREAS at PNOC BUILDINGS

The maintenance and sanitation services shall include, but shall not be limited to the following:

- a. Daily services (Monday to Friday)
 - 1. Sweeping, scrubbing, mopping, and polishing of floors;
 - 2. Cleaning, dusting and polishing of office furniture and equipment, emptying of ash trays, sand urns, wastebaskets and disposal of garbage thru waste

- segregation management to include implementation of trash bags using color scheme of black and green;
3. Cleaning of rooms, walls, doors, and fixtures. Sanitizing of toilets and washrooms using special cleaning and sanitizing solutions in basins and toilet bowls;
 4. Sweeping and cleaning of service roads, pathways, sidewalks, and adjoining premises. Mowing and maintenance of lawns and gardens. **SERVICE PROVIDER** shall assign to **DOE** throughout the Contract Period (CP) **one (1) operational motor lawn mower and three (3) electrically driven portable bush cutters** at main office;
 5. Watering, cultivation of plants, and removal of weeds. **SERVICE PROVIDER** shall assign to **DOE** six **(6) sets of operational garden hoses 5/8 inches diameter by 60 meters complete with nozzle and rotary sprinklers** and replace/repair those that are damaged/not functional to ensure its operation throughout the Contract Period (CP) at main office premises;
 6. Vacuuming of carpeted rooms, offices, conference rooms. **SERVICE PROVIDER** shall assign to **DOE** **ten (10) operational heavy duty vacuum cleaners (water-filter type)** at main office;
 7. Daily dust-mopping of the wooden basketball court at the gym including cleaning of the badminton courts, stage, work-out gym and other rooms thereat, removal of cobwebs, etc.; and
 8. Do other related janitorial works, e.g., washing and cleaning of utensils and plates during official meetings/functions from Division Chiefs' levels and up only.

b. Week-end Services (Saturday and Sunday)

1. General cleaning of office premises, includes stripping and scrubbing of old coat of wax, re-application of new coat and polishing;
2. Cleaning of furniture and office equipment which consist of dusting, wiping, spot scrubbing, application of high grade solution and polishing;
3. General cleaning of waste receptacles, waste cans and ash trays;
4. General cleaning and sanitizing of comfort rooms;
5. Cleaning of glass walls, doors, windows and ledges except the outside ledges of windows at PNOC Buildings where **DOE** has been renting office spaces;
6. Cleaning and de-clogging of roof decks, gutters, downspouts, etc.;
7. Cleaning of blinds of windows and doors (rotation basis schedule);
8. All indoor plants shall be taken down to open areas for exposure to sunlight and washing/cleaning of pots/vases and repainting if necessary;

	<p>9. Cleaning and de-clogging of sinks, p-traps, lavatory and other related piping's thru the use/application of chemicals like Sosa or any equivalent brand.</p> <p>10. Disinfection of all the offices, lobbies and CRs</p> <p>11. Hygienic Pest and Rodent Control Services to be conducted on the 1st and 3rd Sundays of the month and upon the request of DOE when the need arises with the following Scopes of Services/Works:</p> <ul style="list-style-type: none"> a) Extermination of bed bugs, rats/mice, flies, mosquitoes, ants, cockroaches, moths, spiders and other flying and crawling pests or insects. b) Spraying which consists of application of residual formulation of pesticide (Baygon/Kwik) on surface likely frequented by pests or insects, as well as all probable hiding and breeding places. c) Laying out of rat killer poison pastes and granules, mouse traps and fly papers to places where rodents/rats/mice are usually seen to catch and/or eradicate these pests especially at office corners, back and underside of credenzas, filing cabinets and under the tables; and d) Provision of at least fifteen (15) operational big mousetraps throughout the Contract Period. <p>c. Monthly services (every 1st Saturday of the month)</p> <ul style="list-style-type: none"> 1. General cleaning of walls and ceilings including wall decorations and lighting diffusers once removed by the electricians. 2. Application of fertilizer to plants. SERVICE PROVIDER shall provide one (1) sack of fertilizer every quarter; and 3. Cutting/pruning the lower of branches of trees and trimming of plants. <p>d. Every two (2) months services</p> <ul style="list-style-type: none"> 1. Misting shall be applied every two (2) months on the 2nd Sunday of January, March, May, July, September and November to consist the releasing of insecticide in the form of wet or dry application which can reach the smallest and farthest breeding places of insects within DOE's premises and leased office premises at PNOC Building 5. <p>e. Quarterly Services</p> <ul style="list-style-type: none"> 1. Shampooing of carpets with an estimated total area of around 2,000 square meters using standard carpet shampoo solutions. A penalty of P5.00 per square meter shall be deducted from DOE's monthly payment for the period where the shampooing was not done to any particular area, office or room in a quarter time. When the need arises, special request for carpet shampooing shall be accomplished by SERVICE PROVIDER within two (2) days from receipt of DOE's formal request. 	
--	---	--

f. Others

1. Assists in the arrangement of tables and chairs and the likes during official/special activities in the AVR, Multi-Purpose Gym, exhibit sites, grounds and other sites/premises where **DOE** is holding official activities.
2. Hauling/transfers of properties with duly approved Request for Janitorial Service, specifically, movement/hauling/transfer of **DOE's** furniture and similar properties, e.g., tables, chairs, equipment, drinking water, etc.

II. Field Office in Bgy Carmay East, Rosales Pangasinan

Daily services (Monday to Saturday)

- a. Sweeping, scrubbing, mopping, and polishing of floors.
- b. Cleaning, dusting, and polishing of office furniture and equipment, emptying of ash trays, sand urns, wastebaskets and disposal of garbage.
- c. Cleaning of rooms, walls, doors, and fixtures and sanitizing of toilet and washroom.
- d. Sweeping and cleaning of office premises, pathways, sidewalks, and adjoining premises, maintenance of parking area. **SERVICE PROVIDER** shall exclusively assign to **CLIENT two (2) heavy duty floor polisher** and corresponding supplies and materials which shall be available for use for the entire duration of the Contract.
- e. Watering of indoor plants.
- f. Cleaning of walls, doors, windows, and ledges.
- g. Extermination of bed bugs, rats/mice, flies, mosquitoes, ants, cockroaches, moths, spiders and other flying and crawling pests or insects; and
- h. Other related janitorial works, e.g., washing and cleaning of utensils and plates during official meetings/functions at the level of Division Chief up to Director.

SUPERVISOR's RESPONSIBILITIES

- a. Close supervision and monitoring of the day-to-day operation of the janitorial work force at **DOE's** main office premises including rented offices at PNOC Buildings.
- b. Close coordination with the concerned GSD staff in-charge with the janitorial day-to-day activities.
- c. Proper logging and monitoring (delivery and distribution) of janitorial supplies and equipment in-close coordination with the concerned GSD staff for said activities.
- d. Monitoring of attendance of the janitorial work force.
- e. Assists the GSD concerned staff in the assignment and evaluation of skills and efficiency of the janitors/janitress at **DOE's** premises and in the implementation of policies relating to janitorial activities; and
- f. Submission of **twice a week inspection report** and as necessary to the GSD Chief as signed together with the

concerned GSD staff directly handling the janitorial services or the staff who conducted the inspection for that day.

The supervisors will do janitorial works **but must not do any administrative works** for their management, e.g., withdrawal of salaries of personnel, cashiering, generation of documents required in support of their monthly billings, use of **DOE's** utilities for documentation and relay of messages like photocopying of documents, placement of calls, use of facsimile, etc. and other related matters.

The **two (2) supervisors** must have undergone the **TESDA National Competitive NCII Training in Housekeeping**, e.g., Participate in Workplace Communication, Work in Team Environment, Practice Career Professionalism, Practice Occupational Health and Safety Procedures, Observe Workplace Hygiene Procedures, Perform Workplace and Safety Practices, Provide Effective Customer Service, Provide Housekeeping Services to Guest, Prepare Rooms for Guest, Clean Premises. The corresponding copies of their **TESDA Certificates** must be submitted together with the other requirements under Item XVI below.

SERVICE PROVIDER's RESPONSIBILITIES

- a. Timely payment of monthly wages and remittances of premium contributions to SSS, EC, Phil-Health and PAG-IBIG of their personnel specifically those assigned at **DOE**, and **issuance of Pay-slip to its workers showing the breakdown or details of payments and deductions;**
- b. Quarterly meetings and/or as necessary at **DOE's** premises to discuss with GSD the smooth implementation of janitorial activities especially when there are special big events/functions and un-programmed events to be held at **DOE's** premises and matters relating to improvement of implementation;
- c. Timely delivery of equipment, devices, supplies and materials as provided in the Contract.
- d. Submission of **schedule on quarterly carpet shampooing** within fifteen (15) days from the start of the Contract so that the concerned occupants of the rooms or workings areas are properly notified.
- e. Submission to GSD of **Police Clearance, NBI Clearance, Barangay Clearance, Medical Certificate** of all workers to be assigned to **DOE** within a week time prior to deployment. **DOE** may refuse to accept any worker from **SERVICE PROVIDER** for being a security risk, health risk, and not compliant with the requirements; and
- f. **SERVICE PROVIDER** must require **all their janitorial personnel** assigned at **DOE's** premises to **undergo/attend the DOLE/TESDA NCII Housekeeping Training** within three (3) months from the start of Contract. The corresponding copies of DOLE/TESDA Certificates to this effect shall be submitted to the GSD for verification and monitoring. Subsequent assignment or replacement personnel must also comply with this submission

within the 1st three (3) months period of their respective assignment to **DOE's** premises, except the relievers.

SERVICE PROVIDER must have attended the **Occupational Safety and Health Standard (OSHS) and/or the Basic Occupational Standard and Health (BOSH)** seminars/training as required under Rule 1030 of the OSHS, as amended, as issued by the Department of Labor and Employment (DOLE). A copy of the DOLE/TESDA Certificate to this effect shall be submitted together with the other requirements under Item XVI below.

V. TOOLS, EQUIPMENT, SUPPLIES AND MATERIALS

See ANNEX "C" and "D"

A penalty of **P500.00 per day per Equipment** shall be imposed against **SERVICE PROVIDER** starting on the 2nd day from time the Equipment is found unaccounted or not properly operating. Any Equipment that cannot be repaired within four (4) day's time shall be replaced with an identical unit or brand otherwise the penalty shall be raised to **P1,000.00 per day starting on the 5th day** after the unit was found missing and/or defective. **DOE** shall deduct the penalty from **SERVICE PROVIDER's** monthly payment corresponding to the month in which the penalty was incurred.

The cost of undelivered supplies and materials shall be deducted from **SERVICE PROVIDER's** monthly payment corresponding to the month in which the non-delivery was incurred based on the bid price of **SERVICE PROVIDER** or **DOE's** ABC itemized cost, whichever is higher.

For proper and effective monitoring of deliveries, the equipment, supplies and materials shall be delivered directly to the General Services Division (GSD) of **DOE** which is directly in-charge of the supervision of janitorial services at the main office and the office of Director for the Pangasinan Field Office.

VI. PENALTY for ABSENCES without RELIEVER

A penalty of **P1,000.00** per day per janitor shall be imposed against **SERVICE PROVIDER** starting on the 2nd day of absence of the concerned personnel without a competent reliever and/or qualified replacement on top of the deduction of the absentee personnel's daily wage.

VII. OTHER PREMIUMS/BONDS

SERVICE PROVIDER shall also submit to **DOE** within ten (10) calendar days from signing of the Contract the following additional bonds and securities issued from GSIS and/or any reputable insurance companies duly accredited and registered under the Office of the Insurance Commissioner:

- a. Liability Insurance to cover bodily injuries at P100,000.00 per person per accident for a total of P500,000.00 for five (5) persons aggregate per accident and for property damage at P1,000,000.00 aggregate per accident for a grand total of P1,500,000.00 **Comprehensive General Liability (CGL)** insurance; and
- b. **Labor Bond/Security** in the amount equal to 100% of the Total Labor Cost based on the submitted bid cost for labor under this Contract to answer for the wages due for the janitorial personnel detailed at **DOE's** premises should **SERVICE PROVIDER** fail to pay the same, as provided under Article 108 of the Labor Code of the Philippines.
- c. **SERVICE PROVIDER**, however, will be sanctioned and penalized in accordance to Rule XXI of 2016 Revised Implementing Rules and Regulations of RA 9184.

VIII. COMPONENTS OF CONTRACT COST

- a. Daily Wage Rate based Wage Order No.NCR-23
- b. 13th Month Pay
- c. Seventeen (17) Holidays for CY2023
- d. 5 Days Incentive Leave
- e. Allowances for the two (2) supervisors at P1,000.00 per month
- f. Payments of monthly premiums for SSS, Phil-health, ECC, PAG-IBIG
- g. Cost of janitorial supplies and materials
- h. Cost of Uniforms for Janitors/tress (3 sets polo with long pants having collar and Company Logo). Those assigned at EOs shall wear short sleeves barong.
- i. Misting thru use of appropriate and approved chemicals every month and as necessary
- j. Admin/Overhead/Profit Cost (in accordance with the provisions of RA 9184 and its revised IRR)
This also covers the cost for the equipment/devices; premiums on bonds for bid, performance, labor, property damage and personnel injury; quarterly carpet shampooing; twice a month pest control and hygienic services.
- k. All other benefits provided by law
- l. 12% Value Added Tax (VAT)

IX. BILLINGS AND PAYMENTS

SERVICE PROVIDER to submit on or before the 10th day of the following month its bill on services rendered for the preceding month and accompanied by a Sworn Affidavit by **SERVICE PROVIDER** to the effect that it has paid all the wages and benefits of the janitorial personnel detailed to **DOE**, in accordance with existing laws, including the remittance of premiums for SSS, EC, Pag-Ibig, and Phil-Health monthly contributions of the previous month as billed. **SERVICE PROVIDER** shall submit as proof the official copy of their monthly remittance to the appropriate government entities reflecting the names of their personnel assigned to **DOE**. **DOE** shall not process any billing submitted without

the foregoing documents. Any janitorial personnel provided by **SERVICE PROVIDER** under whose services are utilized for more than eight (8) hours a day and/or outside their regular time of works when requested by **DOE** shall be paid his/her daily regular rate plus overtime based on premium rates as provided under the Labor Code. **SERVICE PROVIDER** must issue the required **Pay Slip** to its workers showing the breakdown or details of salaries earned, corresponding deductions and the net amount of payments.

DOE shall process the payments upon submission by **SERVICE PROVIDER** of all required documents to be attached to the Disbursement Vouchers (DVs). All penalties shall be deducted from the billings for the pertinent period.

The **SERVICE PROVIDER** shall designate a Focal Person for contract implementation coordination and processing of the monthly bill.

X. BEHAVIOUR OF JANITORIAL PERSONNEL AT CLIENT's PREMISES

All janitorial personnel shall strictly comply with the provisions under Annex "A" (copy attached) of the Contract and the **SERVICE PROVIDER's** company's rules, policies and guidelines.

XII. PERMITS AND LICENSES

SERVICE PROVIDER warrants to obtain and maintain all necessary permits and licenses required by national or local officials, or by civilian or military authorities, in order to continue operating legally.

XIII. TAXES, DUTIES, FEES, ETC.

Taxes, duties, fees, charges, and other legal exactions arising from this Contract shall be for the account of **SERVICE PROVIDER**. **DOE** shall deduct and withhold the corresponding amounts from said taxes, fees, charges, duties, etc. if it deems necessary pursuant to the requirements of law.

XIV. SETTLEMENT AND LITIGATION

Amicable settlement of disputes. However, if either PARTY shall take judicial action, the venue shall be laid exclusively with the proper courts in Taguig City, with the exclusion of other courts and the writs of attachment, injunction, replevin, seizure, etc. issued thereby may be served and enforced anywhere in the Philippines.

XV. AWARD OF CONTRACT

SERVICE PROVIDER warrants that it or any of its officials or representatives has/have not given or promised to give any money or gift to any employee/official of **DOE** to influence the decision regarding the awarding of this Contract, nor **SERVICE PROVIDER** has, or its officials

or representatives has/have exerted or utilized any unlawful influence on any employee/official of **DOE** to solicit or secure this Contract through an agreement to pay a commission, percentage, brokerage, or contingent fee. **SERVICE PROVIDER** hereby agrees that breach of these warranties shall be sufficient ground for **DOE** as its discretion to terminate or cancel this Contract, or deduct such commission, percentage, brokerage, or contingent fees from the Contract Amount without prejudice to **SERVICE PROVIDER's** or any other person's civil or criminal liability under the Anti-Graft Law and other applicable laws.

XVI. TERMINATION OF CONTRACT

DOE reserves the right to rescind, terminate or abrogate the Contract with **SERVICE PROVIDER** in any of, but not limited to, the following instances:

- a. Negligence on the part of **SERVICE PROVIDER** resulting to material and financial losses to the government.
- b. Submission of falsified or forged license as well as other falsified documents and reports.
- c. Engagement by **SERVICE PROVIDER** or any of its personnel assigned to **DOE** in activities that are dangerous to public safety and welfare or inimical to the national security, e.g., holding sit-down strikes or rallies at **DOE's** premises and related activities.
- d. Report or display of gross discourtesy and rudeness by any of its personnel.
- e. Non-compliance with the minimum wage of the salary of personnel assigned at **DOE**.
- f. Non-remittances of monthly premiums on contributions to SSS, Phil-health, EC and PAG-IBIG that were deducted/collected from the monthly salaries of their personnel within two (2) months' period from actual collection or deduction. Also, the amount collected/deducted for the monthly amortization of loans availed by the said personnel; and
- g. Breach of obligation and the terms and conditions under this Contract.

XVII. RESERVATION CLAUSE

SERVICE PROVIDER is aware that **DOE** is a government agency and, as such, is subject to certain legal requirements and procedures not normally required of private corporation. **SERVICE PROVIDER**, nevertheless, agrees that whenever such legal requirements and procedures apply to this Contract and affect its validity, effectivity or implementation, this Contract shall be considered amended accordingly so as to enable **DOE** to comply with such requirements. For its part, **DOE** undertakes to exert its best efforts to immediately comply with the requirements in a most equitable manner consistent with good faith.

XVIII. OTHER REQUIREMENTS TO SUBMIT *(Within Five (5) Days Upon Receipt of Notice for Post Qualification from the Bids and Awards*

Committee – Technical Working Group (BAC-TWG)

- a. Proof of monthly remittances of premium contributions to SSS, EC, Phil-health, Pag-ibig that were collected/deducted by **SERVICE PROVIDER** from the monthly salaries of their janitorial personnel and administrative staffs covering the six (6) months period prior to Public Bidding date. The actual payments or remittance of these monthly premiums had been done within two (2) months from actual collection/deduction from the salaries of the **SERVICE PROVIDER's** personnel and duly paid prior to the date of Public Bidding.
- b. DOLE/NLRC Certificate that the company has no unfavorable decision for violation of the Daily Minimum Wage Law (DMWL) for the past six (6) months prior to the Public Bidding date.
- c. Proof of 12% VAT payment to BIR made prior to the date of Public Bidding covering the past six (6) months thru Electronic Payment Filing System (EPFS).
- d. Latest Income and Business Tax Returns for the preceding year.
- e. Copy of **SERVICE PROVIDER** (that will manage the project at DOE) re: DOLE/TESDA Certificate on **Occupational Safety and Health Standard (OSHS) and/or the Basic Occupational Standard and Health (BOSH)** seminars/training as required under Rule 1030 of the OSHS, as amended, issued by the Department of Labor and Employment (DOLE) within the last five (5) year period. Those who were issued beyond the five (5) year period must attend a refresher's seminar/course for the necessary update of knowledge on new policies and regulations and related matters and be issued an updated DOLE/TESDA Certificate.
- f. Copy of **SERVICE PROVIDER's** Phil-GEPS Registration.

**JANITORIAL, MAINTENANCE OF SANITATION &
HYGIENIC PEST CONTROL SERVICES**

ANNEX "A"

**RULES AND REGULATIONS PERTAINING TO
SERVICE PROVIDER's PERSONNEL OFFENSES**

The acts or omissions listed hereunder constitute negligence of duty or imprudence which shows lack of moral behavior or paucity of discipline. **SERVICE PROVIDER** shall impose or apply the appropriate penalties or sanctions or corrective measures against its personnel assigned to **CLIENT** who commit any misbehavior or misconduct as indicated/enumerated below:

1. Conduct and Behavior

- a. Commission of an act which is or may constitute a crime;
- b. Holding of unauthorized meeting at **DOE's** premises that would adversely affect **DOE's** operation/activities;
- c. Commission of an illegal or immoral act within **DOE's** premises;

- d. Carrying of prohibited weapon/s or banned object/s within **DOE's** premises;
- e. Fighting or attempting bodily harm on any person except in self-defense while within **DOE's** premises or while performing work for **DOE** whether within or outside its premises;
- f. Malicious mischief or horseplay resulting in injury to person/s or destruction of **DOE's** property for which it may be held liable;
- g. Intimidations or coercion of fellow **SERVICE PROVIDER's** personnel, **DOE's** employees, customers, guests and/or any person, in any manner which adversely affects **DOE's** interests;
- h. Concealing a disease which endangers fellow **SERVICE PROVIDER's** personnel or **DOE's** employees and guests;
- i. Refusal to submit to or failure to meet security requirements of **DOE** or being in the opinion of **DOE**, a poor security risk;
- j. Intentionally damaging **DOE's** property or any property for which **SERVICE PROVIDER's** may be held liable; and
- k. Failure to carry out instructions of superiors and/or **DOE's** GSD Chief or his authorized representative.

2. **Negligence of Duty**

- a. Negligence in assigned tasks/duties;
- b. Habitual neglect of duty;
- c. After having access to information, failure to report as soon as possible the loss, spillage, or damage of **DOE's** property that it may be held liable;
- d. Sleeping or napping while on duty; and
- e. Leaving the workplace without proper relief or authorization and/or intentionally has stopped working and/or refused to work during his duty-shift unless given another assignment by **DOE's** GSD Chief or his authorized representative.

3. **Insubordination**

- a. Disobedience to the lawful order of superiors in connection with his/her duties;
- b. Refusal to answer questions in any investigation authorized or conducted by **DOE** unless such answers would violate Constitutional rights;
- c. Insult or willful disrespect on the honor of any official or employee of **DOE** or persons transacting business with **DOE**; and
- d. Failure to surrender his/her cellphone unit to the Supervisor upon reporting to work and subsequently caught playing/texting/calling thru his/her cellphone while on-duty.

<p>4. Dishonesty</p> <ul style="list-style-type: none"> a. Unauthorized use of DOE's resources; b. Stealing and/or attempting to steal from DOE, its employees, contractors and/or clientele; c. Offering or receiving money or other valuable consideration in exchange for a job, better working place, or any change in working conditions, and/or refusal to be rotated to other areas within DOE's premises; d. Substituting material and/or object with intent to gain and/or malice; e. Obtaining or attempting to obtain DOE's funds, equipment, products, supplies and materials through fraudulent means from DOE's suppliers, warehouses, plants or stations, and other assigned work places; and f. Defrauding DOE in any manner. <p>5. Alcoholic Beverages or Prohibited/Regulated Drugs</p> <ul style="list-style-type: none"> a. Unauthorized use or possession of prohibited/regulated drugs or participating in pot session within DOE's premises; b. Drinking liquor within DOE's premises except during official occasions and locations authorized by DOE; c. Reporting for work under the influence of liquor and/or prohibited/regulated drugs; and d. Selling or inducing any person to take prohibited/regulated drugs within DOE's premises except when duly authorized for medical reasons. <p>6. Safety</p> <ul style="list-style-type: none"> a. Failure to observe DOE's safety rules and regulations; b. Carelessness with regard to safety of fellow SERVICE PROVIDER's personnel or DOE's employees, guests and visitors; c. After having access to information, failure to report immediately, an accident or injury involving fellow SERVICE PROVIDER's personnel, DOE's employees or damage to DOE's property; d. Smoking in "No Smoking" areas within DOE's premises or property; e. Carrying matches or lighters, or other than safety matches or lighters with close covers, or having open lights or fires within prescribed limits where such practice is forbidden within DOE's premises or property; f. Removing safety devices from DOE's machinery, equipment or any other property without permission; 	
---	--

- g. Driving **DOE's** service vehicle/s recklessly or at excessive speed, or at speed above the area speed limit or driving any other vehicle in the same manner within **DOE's** premises;
- h. Allowing unauthorized persons to operate **DOE's** vehicle or equipment when the same is assigned to him/her
- i. Driving under the influence of liquor or prohibited/regulated drugs;
- j. Intentionally destroying or damaging **DOE's** property or other equipment;
- k. Failure to wear safety attire when prescribed within **DOE's** premises;
- l. Staying after work within **DOE's** premises unless otherwise authorized by the Chief of General Services Division (GSD); and
- m. Unauthorized entry in restricted areas/office/closed rooms within **DOE's** premises.

7. **Other Acts or Omissions**

- a. Leaving and/or vacating respective assigned post and/or area of responsibility when on-duty at **DOE's** premises unless properly relieved upon the order of the GSD Chief of **DOE**;
- b. Improper or non-wearing of **SERVIC PROVIDER's** uniform when on-duty at **DOE's** premises and/or in **DOE's** other sites. Also, sporting long hair and wearing big earrings and related accessories (for men);
- c. Use of the elevator instead of the stairwell in going up or down for one (1) floor level at **DOE's** building/s except when handling heavy items/documents/ equipment wherein the elevator can be used;
- d. Discourtesy to **DOE's** personnel, guests, visitors and other contractors' personnel;
- e. Use of **DOE's** telephone direct line in placing outside charge calls without proper written authorization from the GSD Chief of **DOE**;
- f. Loafing to other areas where he/she is not assigned and/or unauthorized entry to offices or closed areas at **DOE's** premises; and
- g. Entertaining personal request from employees while on-duty to conduct troubleshooting, repair of personal gadgets/devices, or equipment and similar items.

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents
(Requirement during the Opening of Bids) and
Documentary Requirements for Post-qualification

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 (**Bidding Form Annex A**); and
- ☐ (f) Statement of the bidder’s Single Largest Completed Contract (SLCC) (**Bidding Form Annex B**) 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 (**Bidding Form Annex C**); and
- ☐ (h) Conformity with the Technical Specifications under Section VII by signing the bidder’s compliance column of the TOR/Technical Specification and submission of the following:
 - 1. production/delivery schedule;
 - 2. manpower requirements/organizational structure; and
 - 3. Warranty/guarantee for goods and/or after sales warranty for services; and
- ☐ (i) Original duly signed Omnibus Sworn Statement (OSS) (**Bidding Form Annex D**); and if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

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

Class "B" Documents

- ☐ (l) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence; or **duly** notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

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

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

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

III. Post-Qualification Requirements:

1. In case only the PhilGEPS Registration Certificate (Platinum Membership) was submitted during the bid opening, submit the certified true copies of the following:
 - (a) 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;
 - (b) 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
 - (c) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
2. Latest Income/Business Tax Returns;

3. Certificate of PhilGEPS Registration;
4. Pictures of its principal place of business;
5. In case of Goods, submit brochures/prototype/actual sample of the products being offered or in case of Services, concept paper/write-up or description of the services being offered; which must be submitted on the date indicated in the post-qualification letter, addressed to the end-user and certifies that it is the bidder's official and final offer. Non-submission of this requirement may be a ground for disqualification.
6. In case of procurement for manpower services, proof of contribution/remittance for SSS, Philhealth and Pag-ibig for the last six (6) months from the opening of bid; and
7. Other appropriate licenses and permits required by law as stated in the bidding documents/post-qualification letter.

Bidding Forms

Mandatory Submission of Bidding Forms

Annex A

STATEMENT OF ONGOING, COMPLETED AND/OR AWARDED CONTRACTS

The Bids and Awards Committee
Department of Energy
Energy Center, Rizal Drive, Bonifacio Global City
Taguig, Metro Manila

Ongoing, completed or awarded but not yet started projects for the period
_____ **(last two years), where applicable.**

Procuring Entity / Date of Contract	Kinds of Goods Sold and/or Services Offered	Amount of Contract and Value of Outstanding Contracts	Date of Delivery	End-user's Acceptance if Completed (date)	Specify whether a Prospective Bidder is a Manufacturer, Supplier, Distributor or Service Provider	Indicate whether "Similar" or "Not Similar"

Submitted By:

(Signature over Printed Name)

Note:

1. May be reproduced, if necessary
2. Please attach end-user's certificate of acceptance

Annex B

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT

**The Bids and Awards Committee
Department of Energy
Energy Center, Rizal Drive, Bonifacio Global City
Taguig, Metro Manila**

Single Largest Completed Contract (SLCC) for the period

(last two years), where applicable.

Procuring Entity / Date of Contract	Kinds of Goods Sold and/or Services Offered	Amount of Contract and Value of Outstanding Contracts	Date of Delivery	End-user's Acceptance if Completed (date)	Specify whether a Prospective Bidder is a Manufacturer, Supplier, Distributor or Service Provider	Indicate whether "Similar" or "Not Similar"

Submitted By:

(Signature over Printed Name)

Note:

1. May be reproduced, if necessary
2. Please attach end-user's certificate of acceptance

Annex C

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]

Annex D

Omnibus Sworn Statement *[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]

Annex E

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 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: _____

BID DETAIL FORM **CY 2023 JANITORIAL SERVICES** **General Services Division**

MAIN OFFICE IN FORT BONIFACIO, TAGUIG CITY

I. SALARIES & WAGES

a) Salaries and Wages	Pax	Daily Wage (NCR 22)	WD	
Supervisor (Sun)	1 x	P _____ x	296	P _____
Supervisor (Sat)	1 x	_____ x	296	_____
Janitors (Sun)	21 x	_____ x	296	_____
Janitors (Sat)	36 x	_____ x	296	_____
Janitor (LFO)	4 x	_____ x	296	_____
	63			P _____

b) 13th Month Pay	Per Month
Supervisor (Sun)	1 x P _____ x 24.67
Supervisor (Sat)	1 x _____ x 24.67
Janitors (Sun)	21 x _____ x 24.67
Janitors (Sat)	36 x _____ x 24.67
Janitor (LFO)	4 x _____ x 24.67
	P _____

c) 5 days incentive leave & 20 days holidays	Days
Main Office	59 x P _____ x 25
LFO	4 x _____ x 25
	P _____

d) Allowances	Monthly	Months
Supervisor	2 x P _____ x	12
		P _____

SUB-TOTAL P _____

II. CONTRIBUTIONS

			Monthly	Months	
a) SSS (Jan/tress)	57	x	P _____ x	12	P _____
b) SSS (Supervisor)	2	x	_____ x	12	_____
c) SSS (LFO)	4	x	_____ x	12	_____
d) ECC	63	x	_____ x	12	_____
e) PHILHEALTH (Manila)	59	x	_____ x	12	_____
f) PHILHEALTH (LFO)	4	x	_____ x	12	_____
g) PAG-IBIG (Manila)	59	x	_____ x	12	_____
h) PAG-IBIG (LFO)	4	x	_____ x	12	_____

SUB-TOTAL P _____**III. OTHERS**

a) Complete uniform (3 polo shirt w/ collar, co. name and logo, 1 long black pants.	58	x	P _____ x	1	set	P _____
b) Complete uniform for Supervisors (3 short sleeves barong and 1 long black pants)	2	x	P _____ x	1	lot	P _____
c) Additional uniform for OSEC assigned 3 Janitorial personnel: (3 short sleeves barong and 1 long black pants)	3	x	P _____ x	1	lot	P _____
d) Supplies (Main Office)						
- Monthly delivery (Item "A")			P _____ x	12	months	P _____
- Quarterly delivery (Item "B") but cost computation converted to Monthly			_____ x	12		
- Costs for Items "C" and "D" are part of the Admin/Logistic Cost			0.00 x	12	months	_____
					Subtotal	
e) Supplies (LFO)						
- Monthly delivery (Item "E")			P _____ x	12	months	P 0.00
- Quarterly delivery (Item "F") but cost computation converted to Monthly			_____ x	12		P 0.00
					Subtotal	0.00
f) Every Month Misting/ Disinfection using Sodium Hypochlorite			P _____ x	12	months	P 0.00

SUB-TOTAL P _____**TOTAL (I, II, III)** P _____

IV. ADMIN COST/LOGISTIC COST: Full discretion of the Bidder

Includes all administrative logistical, materials , equipment and supplies cost,

The bidder shall ensure that they wil meet the standard of service and compliance with the all benefits for the worker and provision of the materials, supplies and equipment as listed

P
P

-

-

P

V. TAXES (12% of Items I to IV)

VAT / EVAT

P

GRAND TOTAL P

Submitted by:

Position:

Company Name:

Address:

Telephone No.:

Annex F

Price Schedule for Goods Offered from Abroad *[shall be submitted with the Bid if bidder is offering goods from Abroad]*

For Goods Offered from Abroad

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

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: _____

Legal Capacity: _____

Signature _____

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

Annex F

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

For Goods Offered from Within the Philippines

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

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

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf _____

Annex G

Performance Securing Declaration

[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]

Contract Agreement Form for the Procurement of Goods (Revised)
[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

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

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

[Insert Name and Signature]
[Insert Signatory's Legal Capacity]

for:
Department of Energy

[Insert Name and Signature]
[Insert Signatory's Legal Capacity]

for:
[Insert Name of Supplier]

Witness for DOE
[Position Title]

Witness for Supplier
[Position Title]

DOE Chief Accountant
Witness

Acknowledgment

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