



## **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**

---

*EARLY PROCUREMENT ACTIVITY FOR THE DOE MAIN OFFICE AND  
LUZON FIELD OFFICE ANNUAL JANITORIAL, MAINTENANCE OF  
SANITATION & HYGIENIC PEST CONTROL SERVICES FOR DOE*

(Purchase Request No. 02-0101-2022-EP-0001)

**6<sup>th</sup> Edition**

**July 2020**

## ***Section I. Invitation to Bid***



**INVITATION TO BID FOR THE EARLY PROCUREMENT FOR THE DOE MAIN OFFICE AND LUZON  
FIELD OFFICE ANNUAL JANITORIAL, MAINTENANCE OF SANITATION & HYGIENIC PEST  
CONTROL SERVICES FOR CY 2022**

1. The **Department of Energy (DOE)** is undertaking this procurement under the *Guidelines for the Implementation of Early Procurement Activities (EPA) for Early Procurement of DOE Janitorial, Maintenance of Sanitation & Hygienic Pest Control Services*, intends to apply the sum of Php19,750,000.00 that will be sourced from the GAA for FY 2022, being the Approved Budget for the Contract (ABC) to payments under the contract for Purchase Request No. 02-0101-2022-EP-0001 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 2022 and the issuance of the corresponding allotment release order.
2. The DOE now invites bids for the *Early Procurement of DOE Main Office and Luzon Field Office Annual Janitorial Services*. Delivery of the Goods and Services is required fifteen (15) Calendar days upon receipt of Notice to Proceed. 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) 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 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 5183.

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 3:00pm**.

**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 only 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](mailto:bacsecretariat@doe.gov.ph) or [jdeogracias@doe.gov.ph](mailto: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 on 18 November 2021 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 Php20,000.00
6. The Department of Energy will hold a Pre-Bid Conference on 25 November 2021 through video conferencing which will start at 1:00 PM at DOE BAC Main Office. The bidders are required to submit the following information through [bacsecretariat@doe.gov.ph](mailto:bacsecretariat@doe.gov.ph) or [jdeogracias@doe.gov.ph](mailto:jdeogracias@doe.gov.ph):
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

Deadline of submission of information is on or before 24 November 2021. Video conferencing will be through MS Teams, prospective bidders are advised to download MS Teams app prior to the date of the Pre-bid Conference.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before 2:00 PM of 09 December 2021 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 2:00 PM of 09 December 2021. 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 09 December 2021 at 2:30 PM, DOE – Audio Visual Room, DOE-Main Building. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

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

Due to community quarantine measures, only one representative is allowed to attend the bid opening and will be required to follow 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.

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](mailto:bacsecretariat@doe.gov.ph)

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

Website: [www.doe.gov.ph](http://www.doe.gov.ph)

(sgd)

---

**Usec. ROBERTO B. UY**  
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 Early Procurement of DOE Main Office and Luzon Field Office Annual Janitorial, Maintenance of Sanitation & Hygienic Pest Control Services under PR No. 02-0101-2022-EP-0001.

### **2. Funding Information**

2.1. The GOP through the source of funding as indicated below for GAA CY2022 in the amount of Php19,750,000.00

### **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 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 06 April 2022. 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: a. Provision of facility/corporate/institutional Early Procurement of DOE Janitorial, Maintenance of Sanitation & Hygienic Pest Control Services 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 /description or writeup of services being offered is part of the post qualification documentary requirement
12	The price of the Goods shall be quoted DDP – <b>Department of Energy, Taguig City</b> 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 ( <b>Annex C</b> ), or any of the following forms and amounts:  a. not less than Php395,000.00 if the Bid Security is in the form of cash, cashier's/ manager's check, bank draft/guarantee or irrevocable letter of credit or  b. Not less than Php987,500.00 if the Bid Security is in the form of Security 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**

- 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><b>Delivery and Documents –</b></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: <b>Mr. Jericho O. Bragado, Chief-GSD.</b></p> <p><b>Delivery and Documents</b></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>[For Goods supplied from abroad, state:] “The delivery terms applicable to the Contract are DDP delivered [indicate place of destination]. In accordance with INCOTERMS.”</p> <p>[For Goods supplied from within the Philippines, state:] “The delivery terms applicable to this Contract are delivered [indicate place of destination]. 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 [indicate name(s)].</p>

## **Packaging**

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

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

## **Transportation**

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event 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.

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.

	<b>Intellectual Property Rights –</b>
C	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.
2.2	<p>The terms of payment shall be as follows:</p> <p>Monthly progress billing based on the actual services rendered as certified by the end-user, 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 instruction

## ***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.

	<b>Description</b>	<b>Quantity</b>	
Item 1	Early Procurement of DOE Main Office and Luzon Field Office Annual Janitorial, Maintenance of Sanitation & Hygienic Pest Control Services.	1 Lot	Fifteen (15) calendar days upon receipt of Notice to Proceed

## **Section VII. Technical Specifications/ Terms of Reference**

<b>Terms of Reference/Specifications</b>	
<p><b>CY2022 Contract for Janitorial, Maintenance of Sanitation &amp; Hygienic Pest Control Services</b></p> <p><b>ABC: PhP19,750,000.00</b></p>	<b>Bidder's Compliance</b>
<p style="text-align: center;"><b>TERMS OF REFERENCE (TOR)</b></p> <p><b>I. BACKGROUND</b></p> <p>The Department of Energy (DOE) as <b>CLIENT</b> needs the services of a duly licensed, competent and responsible janitorial service <b>CONTRACTOR</b> who shall render janitorial, maintenance of sanitation, and hygienic pest and rodent control services exclusive of termite control at <b>CLIENT's</b> premises, buildings, facilities and grounds as indicated below:</p> <ol style="list-style-type: none"> <li>a. Main Office premises at Bonifacio Global City (BGC), Taguig City;</li> <li>b. Leased office areas at PNOC Buildings at Energy Center, BGC;</li> <li>c. Vicinities of perimeter fences including the outside grassy area and creek at the western part of <b>CLIENT's</b> main office premises vicinity;</li> <li>d. Other premises or areas as identified by <b>CLIENT</b>:             <ol style="list-style-type: none"> <li>1. Areas where <b>CLIENT</b> shall be holding exhibits, programs, launching or related activities</li> <li>2. Hauling or retrieval of <b>CLIENT's</b> properties or moving of equipment or furniture; and</li> </ol> </li> <li>e. <b>CLIENT's</b> Luzon Field Office (LFO) in Brgy. Carmay East, Rosales Pangasinan.</li> </ol> <p style="text-align: center;"><b>II. GENERAL OBJECTIVE</b></p> <p><b>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</b></p>	

of pests at CLIENT'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 for CY2022 shall be effective by 01 January 2022 - 31 December 2022.

*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 1<sup>st</sup> Shift and 2<sup>nd</sup> 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

**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

	<p>using special cleaning and sanitizing solutions in basins and toilet bowls;</p> <ol style="list-style-type: none"> <li>4. Sweeping and cleaning of service roads, pathways, sidewalks, and adjoining premises. Mowing and maintenance of lawns and gardens. <b>CONTRACTOR</b> shall assign to <b>CLIENT</b> throughout the Contract Period (CP) <b>one (1) operational motor lawn mower and three (3) electrically driven portable bush cutters</b> at main office;</li> <li>5. Watering, cultivation of plants, and removal of weeds. <b>CONTRACTOR</b> shall assign to <b>CLIENT</b> <b>six (6) sets of operational garden hoses 5/8 inches diameter by 60 meters complete with nozzle and rotary sprinklers</b> and replace/repair those that are damaged/not functional to ensure its operation throughout the Contract Period (CP) at main office premises;</li> <li>6. Vacuuming of carpeted rooms, offices, conference rooms. <b>CONTRACTOR</b> shall assign to <b>CLIENT</b> <b>ten (10) operational heavy duty vacuum cleaners (water-filter type)</b> at main office;</li> <li>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</li> <li>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.</li> </ol> <p>b. Week-end Services (Saturday and Sunday)</p> <ol style="list-style-type: none"> <li>1. General cleaning of office premises, includes stripping and scrubbing of old coat of wax, re-application of new coat and polishing;</li> <li>2. Cleaning of furniture and office equipment which consist of dusting, wiping, spot scrubbing, application of high-grade solution and polishing;</li> <li>3. General cleaning of waste receptacles, waste cans and ash trays;</li> <li>4. General cleaning and sanitizing of comfort rooms;</li> <li>5. Cleaning of glass walls, doors, windows and ledges except the outside ledges of windows at PNOC Buildings where <b>CLIENT</b> has been renting office spaces;</li> </ol>	
--	--	--



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;
  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.
  10. Disinfection of all the offices, lobbies and CR's
  11. Hygienic Pest and Rodent Control Services to be conducted on the 1<sup>st</sup> and 3<sup>rd</sup> Sundays of the month and upon the request of **CLIENT** when the need arises with the following Scopes of Services/Works:
    - 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.
- c. Monthly services (every 1<sup>st</sup> Saturday of the month)
1. General cleaning of walls and ceilings including wall decorations and lighting diffusers once removed by the electricians.
  2. Application of fertilizer to plants. **CONTRACTOR** 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> <ol style="list-style-type: none"> <li>1. Misting shall be applied every two (2) months on the 2<sup>nd</sup> 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 <b>CLIENT's</b> premises and leased office premises at PNOC Building 5.</li> </ol> <p>e. Quarterly Services</p> <ol style="list-style-type: none"> <li>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 <b>CLIENT's</b> 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 <b>CONTRACTOR</b> within two (2) days from receipt of <b>CLIENT's</b> formal request.</li> </ol> <p>f. Others</p> <ol style="list-style-type: none"> <li>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 <b>CLIENT</b> is holding official activities.</li> <li>2. Hauling/transfers of properties with duly approved Request for Janitorial Service, specifically, movement/hauling/transfer of <b>CLIENT's</b> furniture and similar properties, e.g., tables, chairs, equipment, drinking water, etc.</li> </ol> <p><b>II. <u>Field Office in Brgy. Carmay East, Rosales Pangasinan</u></b></p> <p><b><u>Daily services (Monday to Saturday)</u></b></p> <ol style="list-style-type: none"> <li>a. Sweeping, scrubbing, mopping, and polishing of floors.</li> <li>b. Cleaning, dusting, and polishing of office furniture and equipment, emptying of ash trays, sand urns, wastebaskets and disposal of garbage.</li> <li>c. Cleaning of rooms, walls, doors, and fixtures and sanitizing of toilet and washroom.</li> <li>d. Sweeping and cleaning of office premises, pathways, sidewalks, and adjoining premises, maintenance of parking area. <b>CONTRACTOR</b> shall</li> </ol>	
--	--

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 **CLIENT'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 **CLIENT'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 **CLIENT'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.

#### **CONTRACTOR'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 **CLIENT**, 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 **CLIENT'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 **CLIENT'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 **CLIENT** within a week time prior to deployment. **CLIENT** may refuse to accept any worker from **CONTRACTOR** for being a security risk, health risk, and not compliant with the requirements; and
- f. **CONTRACTOR** must require **all their janitorial personnel** assigned at **CLIENT'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 1<sup>st</sup> three (3) months period of their respective assignment to **CLIENT's** premises, except the relievers.

**CONTRACTOR** 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 **P100.00 per day per Equipment** shall be imposed against **CONTRACTOR** starting on the 2<sup>nd</sup> day from time the Equipment is found unaccounted or not properly operating. Any Equipment that cannot be repaired within four (4) days' time shall be replaced with an identical unit or brand otherwise the penalty shall be raised to **P500.00 per day starting on the 5<sup>th</sup> day** after the unit was found missing and/or defective. **CLIENT** shall deduct the penalty from **CONTRACTOR's** monthly payment corresponding to the month in which the penalty was incurred.

The cost of undelivered supplies and materials shall be deducted from **CONTRACTOR's** monthly payment corresponding to the month in which the non-delivery was incurred based on the bid price of **CONTRACTOR** or **CLIENT'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 **CLIENT** 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 P500.00 per day per janitor/tress shall be imposed against **CONTRACTOR** starting on the 2<sup>nd</sup> 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. .PERFORMANCE SECURITY/OTHER BOND**

**a. Performance Bond**

The Performance Security shall be posted in favor of **CLIENT** and shall be forfeited in favor of **CLIENT** in the event it is established that **CONTRACTOR** is in default in any of its obligations under the Contract.

The Performance Security is conditioned upon **CONTRACTOR's** full and faithful performance and observance with all the terms and conditions of the Contract, including the payment of all wages and statutory benefits of its janitorial personnel assigned to **CLIENT**. It shall remain effective during the term of the Contract and shall continue to be in force for a period of three (3) months after its expiration or until 31 March 2023 unless a claim has been filed by **CONTRACTOR's** janitorial personnel assigned to **CLIENT** against **CONTRACTOR**, in which case, it shall continue to be in full force and effect until such claims have been paid or settled. The submission of the Performance Security including other Bonds as enumerated below shall be a pre-requisite by **CLIENT** in the processing of the initial payment of **CONTRACTOR**.

**b. Other Security/Bond**

**CONTRACTOR** shall also submit to **CLIENT** 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 **CLIENT's** premises should **CONTRACTOR** fail to pay the same, as provided under Article 108 of the Labor Code of the Philippines.
- c. **CONTRACTOR**, however, will be blacklisted and **perpetually disqualified from any public bidding of CLIENT** in case it will not honor the above commitment. Likewise, **CONTRACTOR** will be barred to participate in public bidding for the same services for two (2) consecutive bidding period in case it fails to satisfactorily perform its contracted work with **CLIENT**.

**a. COMPONENTS OF CONTRACT COST**

<ul style="list-style-type: none"> <li>a. Daily Wage Rate based Wage Order No.NCR-22</li> <li>b. 13<sup>th</sup> Month Pay</li> <li>c. Nineteen (19) Holidays for CY2022</li> <li>d. 5 Days Incentive Leave</li> <li>e. Allowances for the two (2) supervisors at P1,000.00 per month</li> <li>f. Payments of monthly premiums for SSS, Phil-health, ECC, PAG-IBIG</li> <li>g. Cost of janitorial supplies and materials</li> <li>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.</li> <li>i. Misting thru use of appropriate and approved chemicals every month and as necessary</li> <li>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.</li> <li>k. All other benefits provided by law</li> <li>l. 12% Value Added Tax (VAT)</li> </ul>	
<p><b>b. BILLINGS AND PAYMENTS</b></p> <p><b>CONTRACTOR</b> to submit on or before the 10<sup>th</sup> day of the following month its bill on services rendered for the preceding month and accompanied by a Sworn Affidavit by <b>CONTRACTOR</b> to the effect that it has paid all the wages and benefits of the janitorial personnel detailed to <b>CLIENT</b>, in accordance with existing laws, including the remittance of premiums for SSS, EC, Pag-Ibig, and Phil-Health monthly contributions. <b>CONTRACTOR</b> shall submit as proof the official copy of their monthly remittance to the appropriate government entities reflecting the names of their personnel assigned to <b>CLIENT</b>. <b>CLIENT</b> shall not process any billing submitted without the foregoing documents. Any janitorial personnel provided by <b>CONTRACTOR</b> under whose services are utilized for more than eight (8) hours a day and/or outside their regular time of works when requested by <b>CLIENT</b> shall be paid his/her daily regular rate plus overtime based on premium rates as provided under the Labor Code. <b>CONTRACTOR</b> must issue the required <b>Pay Slip</b> to its workers showing the breakdown or details of salaries earned, corresponding deductions and the net amount of payments.</p> <p><b>CLIENT</b> shall process the payments within fifteen (15) working days upon submission by <b>CONTRACTOR</b> of all required documents to be attached to the Disbursement Vouchers (DVs). All penalties shall be deducted from the billings for the pertinent period.</p>	

**c. 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 **CONTRACTOR's** company's rules, policies and guidelines.

**d. PERMITS AND LICENSES**

**CONTRACTOR** 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.

**e. TAXES, DUTIES, FEES, ETC.**

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

**f. 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.

**XIV. AWARD OF CONTRACT**

**CONTRACTOR** 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 **CLIENT** to influence the decision regarding the awarding of this Contract, nor **CONTRACTOR** has, or its officials or representatives has/have exerted or utilized any unlawful influence on any employee/official of **CLIENT** to solicit or secure this Contract through an agreement to pay a commission, percentage, brokerage, or contingent fee. **CONTRACTOR** hereby agrees that breach of these warranties shall be sufficient ground for **CLIENT** 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



**CONTRACTOR's** or any other person's civil or criminal liability under the Anti-Graft Law and other applicable laws.

**XV. TERMINATION OF CONTRACT**

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

- a. Negligence on the part of **CONTRACTOR** 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 **CONTRACTOR** or any of its personnel assigned to **CLIENT** 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 **CLIENT'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 **CLIENT**.
- 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.

**XVI. RESERVATION CLAUSE**

**CONTRACTOR** is aware that **CLIENT** is a government agency and, as such, is subject to certain legal requirements and procedures not normally required of private corporation. **CONTRACTOR**, 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 **CLIENT** to comply with such requirements. For its part, **CLIENT** undertakes to exert its best efforts to immediately comply with the requirements in a most equitable manner consistent with good faith.

**XVII. OTHER REQUIREMENTS TO SUBMIT** *(Within Three (3) Days Upon Notice for Post Qualification Purposes by the Bids and Awards Committee – Technical Working Group*

<p>(BAC-TWG)</p> <ol style="list-style-type: none"> <li>a. Proof of monthly remittances of premium contributions to SSS, EC, Phil-health, Pag-ibig that were collected/deducted by <b>CONTRACTOR</b> 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 <b>CONTRACTOR's</b> personnel and duly paid prior to the date of Public Bidding.</li> <li>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.</li> <li>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).</li> <li>d. Latest Income and Business Tax Returns for the preceding year.</li> <li>e. Copy of <b>CONTRACTOR/Company or Janitorial Manager</b> (that will manage the project at DOE) re: DOLE/TESDA Certificate on <b>Occupational Safety and Health Standard (OSHS) and/or the Basic Occupational Standard and Health (BOSH)</b> 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.</li> <li>f. Copy of <b>CONTRACTOR's</b> Phil-GEPS Registration.</li> </ol>	
<p><b>Other Terms/Conditions:</b></p> <ol style="list-style-type: none"> <li>1. The Service provider must ensure that all its personnel assigned in the DOE Facilities complies with the minimum health protocol guidelines of DOE and those issued by relevant government agencies.</li> <li>2. The Service provide has to comply with any reduction in manpower as ordered by DOE and by other relevant government agencies.</li> <li>3. Total bid Price is inclusive</li> </ol>	

**ANN  
EX  
"B"**

**CY 2022 DOE JANITORIAL SCHEDULE**

No.		AREA OF ASSIGNMENT	SCHEDULE OF REPORTING			WORKING DAYS
			MON. - FRI.	SAT.	SUN.	
I		Main Office in Bonifacio Global City (BGC), Taguig City, Metro Manila				
	1	Supervisor (1st Shift)	6:30-4:00	6:30-4:00	OFF	6 days
	2	Main Bldg. Basement & vicinity (GSD, RMD, USG, CCTV, COOP, Male CR, Elevator, GSD Storage Room, Janitorial Stock Area, GSD Rear Area)	6:30-4:00	6:30-4:00	OFF	6 days
	3	G/F Main Bldg. - Lobby & Male CR, AS, HRD, EA, EVOSS, CREC, IPO, FOI	6:30-4:00	OFF	6:30-4:00	6 days
	4	G/F Main Bldg. - COA, Female CRs and stairwells (Basement to 4/F) <b>JANITRESS</b>	6:30-4:00	6:30-4:00	OFF	6 days
	5	2/F Main Bldg. - Lobby & Male CR, EPPB & Divisions	6:30-4:00	6:30-4:00	OFF	6 days
	6	3/F Main Bldg. - Lobby & Male CR, EUMB & Divisions	6:30-4:00	OFF	6:30-4:00	6 days
	7	4/F Main Bldg. - Lobby & Male CR, EPIMB 2 Divisions, Elevator house	6:30-4:00	OFF	6:30-4:00	6 days
	8	Annex Bldg. Basement & Vicinity - SPMD & Adjacent Garden, Male CR, South End (SE) stairwell from Basement to G/F, elevator	6:30-4:00	OFF	6:30-4:00	6 days
	9	G/F Annex Bldg. - Lobby and stairwell going to Basement beside elevator, Male CR at SE, Clinic, Elevator	6:30-4:00	6:30-4:00	OFF	6 days
	10	2/F Annex Bldg. - Lobby, FS OD, Compliance, Budget,	6:30-4:00	OFF	6:30-4:00	6 days

	Acctg., Male CRs (middle & SE)				
1 1	3/F Annex Bldg. - Lobby, OUSEC RBA, GAD, PMD, Male CRs (middle & SE)	6:30- 4:00	6:30- 4:00	OFF	6 days
1 2	3/F Annex Bldg. - OUSEC ASL, staff area & technical personnel, adjacent room, JICA, IAS	6:30-4:00	6:30- 4:00	OFF	6 days
1 3	4/F Annex Bldg. - Lobby, Male CRs (middle & SE), ASEP, EPIMB OD & REAMD	6:30- 4:00	OFF	6:30- 4:00	6 days
1 4	4/F Annex Bldg. - Middle Stairwell & Female CRs (G/F to 4/F), <b>JANITRESS</b>	6:30- 4:00	6:30- 4:00	OFF	6 days
1 5	Annex Bldg. - Stairwell (G/F to 4/F), Female CRs (B to 4/F), all at SE <b>JANITRESS</b>	6:30- 4:00	OFF	6:30- 4:00	6 days
1 6	Female CRs (Data Bank G/F & Basement, Bldgs. II, III, & IV) <b>JANITRESS</b>	6:30- 4:00	OFF	6:30- 4:00	6 days
1 7	Data Bank G/F (ITMS, Library, Main Conference Rm, lobby, pantry, stairwell, Male CR)	6:30- 4:00	6:30- 4:00	OFF	6 days
1 8	Data Bank Basement, Male CR, assist Main Conference Rm. & G/F lobby set-up during events	6:30- 4:00	6:30- 4:00	OFF	6 days
1 9	Treasury Division, CWPO & aisle & vicinity <b>JANITRESS</b>	6:30-4:00	6:30- 4:00	OFF	6 days
2 0	Gardening at the vicinity of Data Bank Bldg., COOP, back of GSD	6:30- 4:00	OFF	6:30- 4:00	6 days
2 1	Buildings II & III <b>JANITRESS</b>	6:30- 4:00	OFF	6:30- 4:00	6 days
2 2	Building IV, Day Care Center & Playground, Female CRs (EDCP) <b>JANITRESS</b>	6:30- 4:00	6:30- 4:00	OFF	6 days
2 3	LATD Laboratory Bldg. + Female CR of	6:30- 4:00	6:30- 4:00	OFF	6 days

		Gonio Building <b>JANITRESS</b>					
2 4		EDCP Building & Vicinity, Male CRs (Building II, III & IV)	6:30- 4:00	OFF	6:30- 4:00	6 days	
2 5		NPTL Building - Female CRs, 2/F & 3/F working areas <b>JANITRESS</b>	6:30- 4:00	6:30- 4:00	OFF	6 days	
2 6		NPTL Building - Lobby, Basement & G/F areas, Stairwell, Male CRs G/F-3/F, vicinities	6:30- 4:00	OFF	6:30- 4:00	6 days	
2 7		MPB - Female CRs (gym, Basement to 3/F) <b>JANITRESS</b>	6:30- 4:00	OFF	6:30- 4:00	6 days	
2 8		MPB - basketball & badminton courts, cleaning/mopping/du- sting, stage, rooms	6:30- 4:00	6:30- 4:00	OFF	6 days	
2 9		MPB - Assist at Male CRs, basketball & badminton courts, stage cleaning/mopping	12:00- 9:00	6:30- 4:00	OFF	6 days	
3 0		MPB G/F - Side Lobby, Training Rm, Audio Rm, Recreation Rm & Male CRs at G/F + PWD & Male CRs at gym area	6:30- 4:00	6:30- 4:00	OFF	6 days	
3 1		MPB Basement - Lobby, RMD, CRs & building vicinities	6:30- 4:00	OFF	6:30- 4:30	6 days	
3 2		MPB 2/F & 3/F - LS, lobbies & stairwells, Male CRs, LS-OD CR	6:30- 4:00	OFF	6:30- 4:30	6 days	
3 3		Old Motorpool parking area, LATD washability facilities, AFETD charging terminal	6:30- 4:00	OFF	6:30- 4:00	6 days	
3 4		Motorpool area, Garage office, CRs	6:30- 4:00	6:30- 4:00	OFF	6 days	
3 5		Motorpool - assist in the cleaning of the area & washing of service vehicles	6:30- 4:00	6:30- 4:00	OFF	6 days	
3 6		Ground Maintenance (South area - sweeping of leaves at	6:30- 4:00	6:30- 4:00	OFF	6 days	

		ground near main service road)					
3 7		Ground Maintenance (West area - same works above from sunken parking area to NPTL)	6:30-4:00	6:30-4:00	OFF	6 days	
3 8		Ground Maintenance (North area - same works at vicinities of LATD, NPTL, EDCP, Gonio)	6:30-4:00	OFF	6:30-4:00	6 days	
3 9		Ground Maintenance (East area - same works from flagpole to old motorpool area & the back of Buildings II, III & IV	6:30-4:00	OFF	6:30-4:00	6 days	
4 0		Plant Caretaker (back area) - watering, cultivation, cutting of grasses, branches, etc.	6:30-4:00	6:30-4:00	OFF	6 days	
4 1		Plant Caretaker (front & sides areas) - same works above	6:30-4:00	OFF	6:30-4:00	6 days	
4 2		Supervisor (2nd Shift)	12:00-9:00	OFF	6:30-4:00	6 days	
4 3		2nd Shift (garbage collection, roof decks & gutters clean-up,) trimming of trees, hauling, mouse traps placement, follow-up cleaning of CRs by 6:00 pm	12:00-9:00	OFF	6:30-4:00	6 days	
4 4		2nd Shift (same works above)	12:00-9:00	OFF	6:30-4:00	6 days	
4 5		2nd Shift (same works above)	12:00-9:00	6:30-4:00	OFF	6 days	
4 6		2nd Shift (same works above)	12:00-9:00	6:30-4:00	OFF	6 days	
4 7		2nd Shift (same works above)	12:00-9:00	OFF	6:30-4:00	6 days	
4 8		Gonio Bldg. and vicinities, back of Multi-Purpose Bldg., LATD (Male CR)	6:30-4:00	OFF	6:30-4:00	6 days	
4 9		4/F PNOC Bldg. 5 Office of the Secretary <b>JANITRESS</b>	6:30-4:00	6:30-4:00	OFF	6 days	
5 0		4/F PNOC Bldg. 5 OSEC area	6:30-4:00	6:30-4:00	OFF	6 days	
5 1		4/F PNOC Bldg. 5 EOs at right wing (3 OASECs, 1 OUSEC, staff area)	6:30-4:00	6:30-4:00	OFF	6 days	

	5 2	4/F PNOC Bldg. 5 left wing (USEC DDM, staff area, 1 EO)	6:30-4:00	6:30-4:00	OFF	6 days
	5 3	4/F PNOC Bldg. 5 (OSEC and All Offices - Garbage Collection), 2nd Shift	12:00-9:00	12:00-9:00	OFF	6 days
	5 4	4/F PNOC Bldg. 5 left wing (USEC F. Fuentebella & staff area)	6:30-4:00	6:30-4:00	OFF	6 days
	5 5	3/F PNOC Bldg. 5 right wing OIMB area, OASEC, Female CRs <b>JANITRESS</b>	6:30-4:00	6:30-4:00	OFF	6 days
7	5 6	3/F PNOC Bldg. 5 right wing OIMB area & Male CRs	<b>7:30-5:00</b>	<b>7:30-5:00</b>	OFF	6 days
	5 7	3/F PNOC Bldg. 5 left wing - OUSEC BLR, Natural Gas Office, Male CR	6:30-4:00	6:30-4:00	OFF	6 days
	5 8	3/F PNOC Bldg. 5 left wing - Public Affairs Media Office, Female CR <b>JANITRESS</b>	<b>8:30-6:00</b>	<b>8:30-6:00</b>	OFF	6 days
	5 9	2/F PNOC Bldg. 5 right wing - Asst. Dir., BEMD, GEMD, SWEMD, HOEMD, Male CRs	6:30-4:00	6:30-4:00	OFF	6 days
	6 0	2/F PNOC Bldg. 5 right wing - same area above + Female CRs <b>JANITRESS</b>	<b>8:30-6:00</b>	<b>8:30-6:00</b>	OFF	6 days
	6 1	2/F PNOC Bldg. 5 left wing - OD REMB, TSMD, NREB, PMO, Female CRs <b>JANITRESS</b>	6:30-4:00	6:30-4:00	OFF	6 days
	6 2	2/F PNOC Bldg. 5 left wing - same area above + Male CRs	<b>8:30-6:00</b>	<b>8:30-6:00</b>	OFF	6 days
I I	6 3	Luzon Field Office, Urdaneta City, Pangasinan	7:30-5:00	7:30-5:00	OFF	6 days
<b>66 Total Personnel</b>			<b>24 OFF</b>	<b>42 OFF</b>		
4 LFO 2 Supervisors 60 Personnel including 15 Janitress						

## Annex "C"

### List of Janitorial Supplies and Materials

#### MAIN OFFICE IN BONIFACIO GLOBAL CITY (BGC), TAGUIG CITY, METRO MANILA

#### I. SUPPLIES

##### A. Monthly (Delivery on the 1st day of the Month)

Specs / Items	Qty.	Unit
Tiles and bowl cleaning liquid (Johnson or equivalent brand) for <b>99 CRs (35 Female</b> with 54 toilet bowls, <b>64 Male</b> with 54 toilet bowls, 47 urinals)	5	gals
Clog Remover ( "Sosa" or equivalent brand) on floor drains/sinks, etc.	1	gal
Trash Plastic bags XXL size (1,000 green, 1,000 gray/black, 50 Yellow)	2050	pcs
Sando bags "medium" 1,300 green, 1,300 white)	2600	pcs
Round rags ( at least 6" diameter) for wiping of chairs, walls, baseboards	80	pcs
Microfiber cleaning cloth handwash cloth for wiping computer sets and tables (approx. 28 x 16 cm)	100	pcs
Mop heads (cotton, curled/twisted type, large and thick) for office floors, rooms, stairwells, lobbies, etc. 50pcs and 50pcs for CRs	64	pcs
Powdered soap (all purpose) for washing of floors, lobbies, CRs, walkways, outside walls, pavements, etc. (should not be in direct contact with skin and clothes)	100	kgs
Furniture polishing liquid ("shine-up" Johnson or equivalent brand)	2	gals
Liquid glass cleaners ("Glance" Johnson or equivalent brand) for window glass, glass panes, glass doors, etc.	2	gals
Disinfectant - ("Zonrox" or equivalent brand) for CRs	100	gals



Scratch pads -("3M" or equivalent brand at least 3" x 6" size)	80	pcs
Air freshener - (Glade or equivalent brand) 320 ml aerosol type	40	cans
Kwik or equivalent brand Multi-Insect killer ("Aerosol spray w/ nozzle 600 ml) <b>not water-based</b>	80	cans
Pledge (330 ml) or equivalent brand for furniture, tables, desks, etc.	40	cans
Fly Papers ("Baygon" or equivalent brand, same size as short bond paper) for catching cockroaches, mosquitoes, flies, mice, etc.	30	pcs
Metal Polish ("Glo" or equivalent brand, 100 ml) for brass names	1	can
Fabric softener ("Downy" or equivalent brand, washing of carpet & mop, to mix with water to produce fragrance scent as feed to the ionizer device at CRs)	12	gals
Supply of liquid hand soap (anti-bacterial) for CRs and lobbies	20	gals
Surgical face masks to cover mouth and nose while cleaning CRs, smelly areas and the likes (3M brand or equivalent) DOLE Requirement	100	pcs
Steel wools cleaning brush wire ball industrial	60	pcs
Wax spray buffing for the floor vinyl tiles (johnson Low-in-Behold or equivalent brand) to maintain shines/glow of the vinyl tiles	1	gal
Complete wax (Johnson or equivalent brand) for the shines of vinyl tiles	5	gals
Strippers liquid ("Step-off" Johnson or equivalent brand)	5	gals
Carpet shampoo (Johnson or equivalent brand)	3	gals
Doormat cloth (22" x14" size large) at entrance of CRs, water dispenser spill area, lobby during rainy days	50	pcs
Coconut stick brooms, thick	6	pcs
Tissue paper - 2 ply (Gym, lobbies, AVR/Databank, Training Rm)	100	rolls
Bath soap ("Safeguard" or equivalent brand, large) for AVR/Gym's CRs use)	12	pcs
Aroma Scent Oil for Air Revitalisor (100ml, fresh green tea/lavender scent)	6	liters
N95 Face Masks {good quality}	50	pcs

<b>B. QUARTERLY DELIVERY (delivery within 1st 2 days of the Quarter)</b>	<b>Qty.</b>	<b>Unit</b>
Soft brooms (Walis Tambo), thick	6	pcs
Feather dusters soft microfiber ( at least medium size) washable for service vehicles	2	pcs
Rubberized hand gloves ( large, heavy-duty) for CRs, garbage collection	15	pcs
Fertilizers (urea)	3	kgs
Malathion Insecticide	2	ltrs
Hand brushes (size 6", plastic) for cleaning of back of CR bowls, etc.	6	pcs
Push brushes 12" width with handle for washing/cleaning of pebble finished floor/stairways/walkways	3	pcs
Toilet bowl pumps rubber heavy-duty with wood handle, large	3	pcs
Soft Plastic Ceiling Brooms with Long Size Fiber (length: 16cm) with 1.2 mtr long stick	2	pcs
Carpet stain removers (Johnson or equivalent brand)	2	gals
Muriatic acid	2	gals
Rechargeable electric mosquito killer racket (220v)	5	pcs
Electronic Mosquito killer lamp, heavy duty for lobby and conference rooms	2	pcs
Gardening gloves (rubberized, standard size), black	3	pcs
Garden dust pan (heavy duty, large, hard plastic)	3	pcs
<b>LUZON FIELD OFFICE (LFO) in Urdaneta City, Pangasinan</b>		
<b>E. MONTHLY DELIVERY ( on the 1st day of the month)</b>		
	<b>Qty.</b>	<b>Unit</b>
Tiles and bowl cleaning liquid (Johnson or equivalent brand)	3	gal
Trash Plastic bags XXL size (30 green, 30 gray)	60	pcs
Sando bags "medium" (40 green, 40 gray)	100	pcs
Scratch pads -("3M" or equivalent brand at least 3" x 6" size)	20	pcs

Round rags ( at least 6" diameter) for wiping of chairs, walls, baseboards	10	pcs
Microfiber cleaning cloth handwash cloth for wiping computer sets and tables (approx. 28 x 16 cm)	6	pcs
Powdered soap (all purpose) for washing of floors, lobbies, CRs, walkways, outside walls, pavements, etc. (should not be in direct contact with skin and clothes)	10	kgs
Pledge (330 ml) or equivalent brand for furniture, tables, desks, etc.	4	can
Disinfectant - ("Zonrox" or equivalent brand) for CRs	4	gals
Air freshener - (Glade or equivalent brand) 320 ml aerosol type	4	cans
Kwik Multi-Insect killer ("Aerosol spray w/ nozzle 500 ml) <b>not water-based</b>	4	cans
Complete wax (Johnson or equivalent brand) for the shines of vinyl tiles	1	gal
Strippers liquid ("Step-off" Johnson or equivalent brand)	1	gal
Fabric softener ("Downy" or equivalent brand, washing of carpet & mop, to mix with water to produce fragrance scent as feed to the ionizer device at CRs)	2	gals
Supply of liquid hand soap (anti-bacterial) for CRs and lobbies	4	gals
Metal Polish ("Glo" or equivalent brand, 100 ml) for brass names	1	can
<b>F. QUARTERLY DELIVERY</b>	<b>Qty.</b>	<b>Unit</b>
Rubberized hand gloves ( large, heavy duty) for CRs, garbage collection	10	pcs
Soft brooms, thick	3	pcs
Push brushes 12" width with handle for washing/cleaning of pebble finished floor/stairways/walkways	2	pcs
Muriatic acid	1	ltr

## Annex "D"

### List of Janitorial Equipment and Devices Costs of the items are part of the Admin/Logistic Cost

#### MAIN OFFICE IN BONIFACIO GLOBAL CITY (BGC), TAGUIG CITY, METRO MANILA

<b><i>C. JANUARY DELIVERY (upon engagement)</i></b>	<b><i>Qty.</i></b>	<b><i>Unit</i></b>	<b><i>Specifications</i></b>
Heavy duty grass shears with wooden handle	6	pcs	at least 22 inches total length
Mop handles (strong wood/hard plastic)	100	pcs	at least 5 feet length, 6 1/2 inches width of holder/clip for cotton mop head
Bolos with wood handle	10	pcs	at least 24 inches length including wood handle
Dust pans heavy-duty	64	pcs	medium size 12" width, hard plastic
Wheel borrows with rubberized single wheel (150 kls capacity)	2	units	at least 26 inches width by 32 inches length of the steel box carrier and total length of 47 inches including the steel handle
Shovels - standard size with wood handle and plastic at end	6	pcs	at least 8 1/4 inches width, 11 1/2 inches length and total length of 41 1/2 inches including wood handle
Pick mattock made of steel with wood handle	3	pcs	at least 3 1/2 inches width of steel chisel and at least 18 inches length from end to end
Mouse traps (cage type, medium)	40	pcs	at least 5 1/2 inches width, 1 foot length, 6 inches height
Steel Rakes w/ wood handle	5	pcs	at least 15 inches width, fork height 3 inches, wood

			handle 4 feet length	
Garden hoses	6	pcs	5/8" diameter, 60 mtrs long w/ rotary sprinklers and reel for the hose	
Squeegees	5	pcs	heavy-duty, at least 18 inches width of the glass wiper and wood handle	
Extended pole glass wipers	6	pcs	at least 18 inches width of the glass wiper with 10 feet long of adjustable handle	
Aluminum ladder	2	pcs	8 ft to maximum adjustable height of 16 ft, heavy-duty	
Icepick/spear type tool to pick leaves/papers at the grounds thru spearing	10	pcs	at least 8 inches length of spear plus wood handle	
Rubber boots for use during rainy days on muddy area	10	pairs	standard size at 15 inches height, heavy-duty	
Rain coats	10	sets	(up and down, heavy duty)	
Safety goggles for grass cutting using mechanical cutter	6	sets	transparent, plastic flexible type with garter	
PPE safety body belt harness with lifeline For use in trimming of tree branches, cleaning of high ceilings, roofs	5	sets	manila rope at least 1.9 cm or 3/4" diameter; or nylon rope 1.27 cm or 1/2" diameter	
PPE heavy-duty gloves/mittens/leather or pads for gardeners/cutting of tree branches	10	pairs		

First aid cabinet (standard medium size) for storage of basic items and medicines like betadine, gauze, alcohol, scissor, band aid, thermometer, cotton balls, petroleum jelly, hot/cold pack, Imodium, biogesic, ammonia, antihistamine, etc.	1	set	
Mop squeezer (hard plastic)	2	units	
Ultra-violet electric mosquito device	5	units	220v with 2 bulbs each
Indoor plants in big pots for 10 lobbies	22	sets	at least 3 ft tall
Flowering Plants all year round (at grounds)	200	pcs	at least 2 ft tall
Garden soil	40	sacks	at least 10kg/sack
Aluminum tong	10	pcs	20" long
Micro Fiber Gym mop heads or equivalent brand	1	pc	36" long
Poinsettia (Christmas Plants) on medium sized pots to be delivered <b>1st week of November</b> for 10 lobbies and EOs	40	pcs	at least 1ft tall
Liquid soap dispenser (500ml storage capacity)	80	pcs	high quality ABS material, non-toxic, rustproof and corrosion resistance, long life
Air revitalisor (1000ml water capacity) ( <b>will be replaced once damaged/defective</b> )	80	pcs	10w, high quality material
K9 Pro 2 in 1 Thermal Scanner and Alcohol Dispenser	3	pcs	Heavy Duty for Lobbies use
Disinfectant Mat Sanitizing Footbath (floor mat/dip mat)	20	pcs	Heavy Duty for Lobbies and every Bldg. entrance use
Cover All Hazmat Suit	50	pcs	for disinfectant purpose
Signage "A" type "SLIPPERY WHEN WET"	6	pcs	high quality material

<b>D. EQUIPMENT (Brand new or not more than 2 yrs. old)</b>	<b>Qty</b>	<b>Unit</b>	<b>Specifications</b>
Heavy duty floor polishers inclusive of :	23	sets	Victor or Wilson or equivalent brand, 16", low speed, at least 0.75 Hp, 175 Brush RPM, 220V, 60Hz
- Quarterly replacement of top scrubbing pads (green color)	23	pcs	
- Every two (2) months replacement of spray buffing pads (white/red)	23	pcs	
- Polisher stripping pads (black, 16") for heavy dirt/stain	10	pcs	
Heavy duty vacuum cleaners (water based filter/ wet and dry type or equivalent model) for cleaning of carpet, sofas, fabric chairs, etc.	13	units	3D or equivalent brand, Extreme wet & dry, 2,000w, 220-240V, 100L/S, 60DB-A with complete accessories
Heavy duty motor lawn mower with fuel supply	1	unit	Miller or equivalent brand, 4-wheels, 4HP, Gasoline Operated, Self-Propelled
Bush cutters with nylon strings and fuel throughout the year	1	units	4 stroke, single cylinder, 3Hp, 7,000 RPM
Heavy duty pushcart with no irritant noise while moving	2	units	30" x 60" loading area, 4 rubberized heavy duty wheels
Pressure Car Washer	1	unit	Heavy Duty
Carpet shampooer	1	unit	Wilson or equivalent brand, 16", low speed with solution tank, at least 0.75Hp, 175 Brush RPM, 220V, 60Hz, 54 DB

**LUZON FIELD OFFICE**  
**(LFO) in Urdaneta City,**  
**Pangasinan**

**JANUARY (Upon Engagement)**

Signage "A" type "SLIPPERY WHEN WET"	2	pcs	high quality material
Liquid soap dispenser (500ml storage capacity)	4	pcs	high quality ABS material, non-toxic, rustproof and corrosion resistance, long life

<b><i>G. EQUIPMENT</i></b>	<b><i>Qty</i></b>	<b><i>Unit</i></b>	<b><i>Specifications</i></b>
Dust pan heavy duty	4	pc	medium size 12" width, hard plastic
Heavy duty floor polisher <b>including top scrubbing pad</b> (whole year contract)	3	units	Wilson or equivalent brand, 16", low speed with solution tank, at least 0.75Hp, 175 Brush RPM, 220V, 60Hz, 54 DB



## ***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. **after-sales services in case of Services or Certificate of Warranty/Guarantee in case of Goods**; 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 **and Bid Detail 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.**

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

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: \_\_\_\_\_

## 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 E -Bid Detail Form

# CY 2022 Contract on Janitorial Maintenance of Sanitation and Hygienic Pest Control Services

## BID

### 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	294	P _____ 0.00
Supervisor (Sat)	1	x	_____	x	289	_____ 0.00
Janitors (Sun)	21	x	_____	x	294	_____ 0.00
Janitors (Sat)	39	x	_____	x	289	_____ 0.00
Janitor (LFO)	4	x	_____	x	289	_____ 0.00
						P _____

66

b) 13th Month Pay				Per Month			
Supervisor (Sun)	1	x	P _____	x	24.50	P _____	0.00
Supervisor (Sat)	1	x	_____	x	24.08	_____	0.00
Janitors (Sun)	21	x	_____	x	24.50	_____	0.00
Janitors (Sat)	39	x	_____	x	24.08	_____	0.00
Janitor (LFO)	4	x	_____	x	24.08	_____	0.00
							P _____

c) 5 days incentive leave & 19 days holidays					Days	
Main Office	62	x	P _____	x	24	P _____ 0.00
LFO	4	x	_____	x	24	_____ 0.00
						P <b>0.00</b>

d) Allowances		Monthly		Months	
Supervisor	2	x	P <u>1,000.00</u>	x 12	P <u>24,000.00</u> P <b>24,000.00</b>

**SUB-TOTAL P 24,000.00**

#### II. CONTRIBUTIONS

		Monthly		Months	
a) SSS (Jan/tress)	0	x	P _____	x 12	P _____ 0.00
b) SSS (Supervisor)	2	x	_____	x 12	_____ 0.00
c) SSS (LFO)	4	x	_____	x 12	_____ 0.00
d) ECC	66	x	_____	x 12	_____ 0.00
e) PHILHEALTH (Manila)	62	x	_____	x 12	_____ 0.00

f) PHILHEALTH (LFO)	4	x	_____	x	12	_____	0.00
g) PAG-IBIG	66	x	_____	x	12	_____	0.00

**SUB-TOTAL P** \_\_\_\_\_

**III. OTHERS**

a)	Complete uniform	61	x	P _____	x	1	set	P _____	<b>0.00</b>
	collar, co. name and logo, 1 long black pants.								
b)	Complete uniform	2	x	P _____	x	1	lot	P _____	<b>0.00</b>
	Supervisors (3 short sleeves barong and 1 long black pants)								
c)	Additional uniform	3	x	P _____	x	1	lot	P _____	<b>0.00</b>
	assigned 3 Janitorial personnel: (3 short sleeves barong and 1 long black pants)								
d)	Supplies (Main Office)								
	- Monthly delivery ( Item "A")	P _____	x	12	months	P	0.00		
	- Quarterly delivery ( Item "B") but	_____	x	12			0.00		
	cost computation converted to Monthly								
	- Costs for Items "C" and "D" are	<b>0.00</b>	x	12	months		<b>0.00</b>		
	of the Admin/Logistic Cost							Subtotal	<b>0.00</b>
e)	Supplies (LFO)								
	- Monthly delivery (Item "E")	P _____	x	12	months	P	0.00		
	- Quarterly delivery (Item "F") but	_____	x	12		P	0.00		
	cost computation converted to Monthly							Subtotal	<b>0.00</b>
f)	Every Month Misting/ Disinfection using Sodium Hypochlorite	P _____	x	12	months	P	<b>0.00</b>		

**SUB-TOTAL P** \_\_\_\_\_

**TOTAL (I, II, III P** \_\_\_\_\_

**IV. ADMIN COST/LOGISTIC COST ( \_\_\_\_\_ % of Items I, II and III)**

**P** \_\_\_\_\_

Inclusive of all equipment/tools/devices, etc. as indicated in Items "C", "D" and "G" of the attached List of Materials, Supplies and Equipment (brand new and/or not more than 2 years old), 2 trainings, and premiums on bonds

**TOTAL II**

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

**P** \_\_\_\_\_

**VAT / EVAT**

**GRAND TOTAL P** \_\_\_\_\_

PB for 12 months period

Submitted by	:	_____
Position	:	_____
Company Name	:	_____
Address	:	_____
Tel. No.	:	_____



## 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:  
*[Insert Procuring Entity]*

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

for:  
*[Insert Name of Supplier]*

*[DOE Chief Accountant]*  
Witness

#### **Acknowledgment**

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