



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY
NATIONAL TELECOMMUNICATIONS COMMISSION
BIR ROAD, EAST TRIANGLE, DILIMAN, QUEZON CITY

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

for the

**PROVISION OF JANITORIAL SERVICES FOR
THE CENTRAL OFFICE AND THE NATIONAL
CAPITAL REGIONAL OFFICE OF THE
NATIONAL TELECOMMUNICATIONS
COMMISSION (NTC)**

Project Identification Number: NTC-PB-2021-11-02

November 2021

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement

of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects,

irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY
NATIONAL TELECOMMUNICATIONS COMMISSION
BIR ROAD, EAST TRIANGLE, DILIMAN, QUEZON CITY

Project Identification Number: NTC-PB-2021-11-02

INVITATION TO BID FOR THE Provision of Janitorial Services for the Central Office and the National Capital Regional Office of the National Telecommunications Commission (NTC)

1. The National Telecommunications Commission (NTC), through the FY 2022 National Expenditure Plan (NEP) for MOOE, intends to apply the sum of Five Million Five Hundred Thousand Pesos (P 5,500,000.00) being the Approved Budget for the Contract (ABC) for the Provision of Janitorial Services for NTC-Central Office (CO) & NTC-National Capital Region (NTC-NCR). Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The National Telecommunications Commission (NTC), through the Bids and Awards Committee (BAC) I, now invites bids for the above Procurement Project. Delivery of the Goods and Services is required for the period **January 1, 2022, to December 31, 2022**, and shall be delivered within thirty (30) calendar days from receipt of the Notice to Proceed. Bidders should have completed, within Five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective bidders may obtain further information from National Telecommunications Commission (NTC)- Bids and Awards Committee (BAC1) Secretariat and inspect the Bidding Documents at the address given below during office hours or from 8:00 am to 5:00 pm (except on Saturdays, Sundays, and Holidays).
5. A complete set of Bidding Documents may be acquired by interested Bidders starting on November 5, 2021 (except on Saturday, Sunday & Holidays) from the given address and website(s) below, and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the *GPPB*, in the amount of **Ten**

Thousand Pesos 10,000.00. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the National Telecommunications Commission (NTC), provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of the bids.

6. The National Telecommunications Commission (NTC) will hold a **Pre-Bid Conference on November 12, 2021, at 2:00 P.M through Hybrid Conference via Zoom Application and Face-to-Face to be held at the 4/F NTC Multipurpose Hall, NTC Bldg., BIR Road, East Triangle, Diliman, Quezon City** as a precautionary measure to reduce the transmission of Covid-19, which shall be open to all prospective bidders.

All prospective bidders are advised to contact the BAC Secretariat through email at bacl@ntc.gov.ph or landline no. (2) 8924-3744 / 8924-4006, in advance or prior to the scheduled procurement activity, to confirm attendance and to get the log-in details for the zoom application meeting.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below **on or before 2:00 P.M of November 25, 2021**, at NTC Building, BIR Road, East Triangle, Diliman, Quezon City.

Late bids shall not be accepted.

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. The bid opening shall be on **November 25, 2021, at 2:00 P.M** at the given address below and via Zoom Application. For the Zoom Application Meeting password, kindly email the BAC Secretariat at bacl@ntc.gov.ph or contact us at (2) 8924-37-44 / 8924-4006.

Bidders who are physically present during the opening may view and participate in the activity through videoconferencing in a designated area inside the NTC premises.

Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. The National Telecommunications Commission (NTC) reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

*Engr. Anna Liza Buenviaje
Chair, BAC Secretariat
NTC Bids and Awards Committee
2/F National Telecommunications Commission Building
BIR Road, East Triangle Diliman, Quezon City
Telephone Nos.: 8924 3744 FAX. No. 89243744
Email: (BAC1@ntc.gov.ph)*

12. You may visit the following websites:
For downloading of Bidding Documents:

- PhilGEPS: <https://notices.philgeps.gov.ph/>
- NTC website: www.ntc.gov.ph

Date of Issuance of Bidding Documents: November 5, 2021



SAMUEL S. SABILE

Chairperson

NTC, Bids and Awards Committee I

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, National Telecommunications Commission (NTC), wishes to receive Bids for the Provision of Janitorial Services for NTC-Central Office (CO) & NTC-National Capital Region (NTC-NCR), with identification number **NTC-PB-2021-11-02**.

The Procurement Project (referred to herein as “Project”) is composed of 1 (One) Lot (composed of two sub-lots), the details described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for FY 2022 National Expenditure Plan (NEP) for MOOE in the amount of a) P 4,500,000.00 for Central Office and b) P 1,000,000.00 for NCR with the total amount of Five Million Five Hundred Thousand Pesos (P5,500,000.00).

2.2. The source of funding is:

- a. NGA, the National Expenditure Program for FY 2022.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that: **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 through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

- iv. The price of other (incidental) services, if any, listed in **BDS**.
- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **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 Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until **March 25, 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

- 20.1. 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

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Provision of Janitorial Services in the Government / Private Entities. b. Completed within Five (5) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP National Telecommunications Commission located at NTC Bldg., BIR Road East Triangle Diliman, Quezon City or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than <i>One Hundred Ten Thousand Pesos P 110,000.00</i> or 2% of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than <i>Two Hundred Seventy Five Thousand Pesos P 275,000.00</i> or 5% of ABC if bid security is in Surety Bond
15.0	Each bidder shall submit one (1) original and one (1) copy of the first and second components of its bid. Documents to be submitted shall be properly tabbed and labeled.
19.3	The goods are grouped in a single lot composed of two sub-lots (Central Office and National Capital Regional Office) for the purpose of bidding, evaluation, and contract award with ABC of P5,500,00.00.
20.2	<i>No further instructions</i>
21.2	<i>No further instructions.</i>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered in NTC Building. 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:</p> <p style="text-align: center;">RAMON P. RODULFO NTC-GSD, Chief</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts (not applicable)</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ul style="list-style-type: none"> a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and b. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and

- ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [*indicate here the time period specified. If not used indicate a time period of three times the warranty period*].

Spare parts or components shall be supplied as promptly as possible, but in any case, within [*insert appropriate time period*] months of placing the order.

Packaging (not applicable)

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.

The outer packaging must be clearly marked on at least four (4) sides as follows:

- Name of the Procuring Entity
- Name of the Supplier
- Contract Description
- Final Destination
- Gross weight
- Any special lifting instructions
- Any special handling instructions
- Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Transportation (not applicable)

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

	<p>arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available, but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Supplier's risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights (not applicable)</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>Payment Scheme:</p> <ol style="list-style-type: none"> 1. Payment to the Contractor shall be made on a monthly basis upon submission of billing statement, duly accomplished service and inspection report forms and other documentary requirements. 2. Payment shall be subject to existing government auditing and accounting rules and regulations, for and in consideration of the services rendered by janitorial personnel deployed by the winning Contractor and upon presentation of its semi-monthly personnel payment and affidavit or sworn certification that it has paid the salaries and benefits of its personnel for the period covered, per submitted payroll, and remitted the corresponding premiums to Pag- IBIG, SSS, PhilHealth, ECC, etc.
4	<p>The inspections and tests that will be conducted are not applicable.</p>

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Delivered, Weeks/Months
1	Provision of Janitorial Services with provision of qualified janitorial manpower, and cleaning supplies, materials, tools, and equipment in good condition, as specified in Section VII. Technical Specification	CO = 12 NCR = 4 Total = 16	Period covering from 1 January 2022 to 31 December 2022

Statement of Compliance

I/We have read and understood the requirements/scope of service/terms of reference and conditions stipulated herein and shall therefore comply with the conditions set forth in the Contract with respect to this **Section VI. Schedule of Requirements**, if our bid is considered for award.

Name and Signature of Bidder's Authorized Representative

Section VII. Technical Specifications

Technical Specifications

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

General Requirements/ Specifications

Item Number	Specifications	Statement of Compliance
I.	Number and Qualification of Janitorial Manpower:	
	A The Service Provider shall provide sixteen (16) janitorial manpower for Central Office (12) and NCR Regional Office (4), inclusive of one (1) working Janitorial Supervisor who shall render janitorial services in the NTC premises. The NTC has the right to reject any janitorial manpower assigned by the Service Provider who is found to be unreliable.	
	B. The Service Provider shall hire janitorial attendants to be assigned to the NTC, with the following minimum qualifications: B.1 Of good moral character and without criminal or police records; B.2 Physically and mentally fit, as evidenced by a medical certificate; B.3 Duly trained and skilled to function as janitorial manpower; and B.4 At least eighteen (18) years of age	
	C The Service Provider shall submit to NTC a sworn statement or other pertinent documents as proof of compliance with the foregoing. This statement shall be submitted upon conformer of the Contract Agreement Form.	
II.	General Requirements of the Service Provider	
	D The Service Provider shall assign a Roving Supervisor, at no additional cost to the NTC, aside from the Janitorial Supervisor, to monitor the performance of the Janitorial Personnel and handle the consolidation of daily timecards.	

	E The Service Provider shall provide extra manpower or extension of services of personnel on duty as may be required/requested during special occasions and affairs celebrated by the NTC or in case of emergencies and natural calamities.	
	F The Service Provider shall provide ornamental plants on selected areas (minimum of 10 pots).	
	G The Service Provider shall provide rain gears (coats and boots) for assigned gardener.	
	H The Service Provider shall provide carpentry and/or plumbing helpers/services, when and if necessary.	
	I The Service Provider shall perform minor repair through the janitorial manpower in coordination with General Services Division.	
	J The Service Provider shall provide high pressure washer equipment for the cleaning of NTC premises.	
	K The Service Provider shall provide every other day spray of aerosol insecticide in all rooms to prevent mosquitoes and other crawling insects.	
	L The Service Provider shall provide other related services that may be requested by NTC.	
III.	Tasks of Janitorial Manpower	
	<p>M The Janitorial Personnel shall perform the following:</p> <p>M.1 Maintain the cleanliness and orderliness of the office premises in accordance with the Service Level Agreement (Annex A) and the Housekeeping Plan to be submitted by the Service Provider during the contract implementation, taking into account the following:</p> <ul style="list-style-type: none"> a. Protection of NTC properties from damage or destruction in connection with the janitorial activities rendered; b. Preservation of confidentiality of NTC records; and c. Proper collection and disposal of garbage. <p>M.2 Miscellaneous Services to be performed whenever required (i.e., logistical assistance during meetings and conferences, hauling of office furniture, fixtures and equipment, and other errand works within NTC and premises).</p>	
IV.	Areas Covered by the Service	
	<p>N The following areas shall be covered by the Janitorial Services, comprising of office spaces, conference rooms, pantries, stock rooms, comfort rooms, hallways and common areas:</p> <ol style="list-style-type: none"> 1. NTC Main Building, Grounds, Hostel Building and immediate surrounding areas - Central 2. NCR Building and vicinities – NCR 	

V.	Tools and Equipment To Be Provided By the Service Provider	
	O Tools and Equipment To Be Provided By the Service Provider	
	NTC Central Office	
	1. Heavy duty floor polisher Model 16, 4 units	
	2. Heavy duty push carts (300 kilos capacity), 4 units	
	3. Floor warning sign, 4 pairs	
	4. Mop wringer/squeezer, 8 units	
	5. Aluminum step ladder, 2 units	
	6. Extension Cord (25 meters), 2 sets	
	7. Glass wiper/squeegee, 4 pieces	
	8. Water hose (25-30 meters), 1 set	
	9. High pressure washer, 1 unit	
	10. Plastic drum with 120-liter capacity, 4 pieces	
	11. Garden tools, 1 set	
	12. Water pail with water dipper, 10 sets	
	13. Hand soap dispenser, 5 pieces	
	NTC- NCR	
	1. Heavy duty floor Polisher Model 16 (heavy duty), 1 unit	
	2. Heavy duty vacuum cleaner, 1 unit	
	3. Heavy duty push carts (300 kilos capacity), 1 unit	
	4. Mop wringer/squeezer, 2 units	
	5. Floor warning sign, 2 units	
	6. Extension Cord (25 meters), 1 unit	
	7. Water Hose (25-30 meters), 1 unit	
	8. Glass Wiper/ Squeegee, 4 units	
	9. Water Pail, 4 units	
	10. Hand Soap Dispenser, 5 units	

		P The Service Provider shall provide, at a minimum, the following materials in good condition:		
	Item No	Description	Quantity	
			CO	NCR
		<u>On a Monthly Basis</u>		
	1	Fabric Conditioner	4 gals.	1 gal.
	2	Bowl Cleaner	4 gals.	1 gal.
	3	Carpet Shampoo	4 gals.	1 gal.
	4	Carpet Stain Remover	2 gals.	500 ml
	5	Cleanser	2 kls.	0.5 Kg
	6	Deodorant Cake	10 doz.	4 doz.
	7	Disinfectant	4 gals.	1 gal
	8	Furniture Polish	6 gals.	1 gal
	9	Flannella	3 yrds.	1 yrd
	10	Aerosol Insecticide	10 cans	3 cans
	11	Garbage Bag XL(100 pcs/pack)	5 pcks	1 pck
	12	Liquid Hand Soap (Concentrated)	6 gals	2 gals.
	13	Hand Pad	3 doz.	12 pcs.
	14	Bleaching Liquid	4 gals.	1 gal
	15	Metal Polish	6 pcs.	2 pcs.
	16	Mop Heads	2 doz.	8 pcs.
	17	Muriatic Acid	4 gals.	1 gal
	18	Alcohol (500 ml)	10 btls.	2 gals.
	19	Powder Soap	10 kls.	3 kls.
	20	Rags	20 kls.	5 kls.
	21	Soft Broom	5 pcs.	2 pcs.
	22	Tissue Paper – 2 ply/12 rolls/pack	20 packs	60 rolls
	23	Bowl Brush	10 pcs.	3 pcs.
	24	Hand Soap (bar/small)	100 pcs.	50 pcs.
		<u>On a Quarterly Basis</u>		
	1	Broomstick	6 pcs.	4 pcs.
	2	Cobweb Broom	4 pcs.	1 pcs.
	3	Spray Gun	12 pcs.	3 pcs.
	4	Gloves	12 pcs.	4 pcs.
	5	Dust Pan Plastic	12 pcs.	4 pcs.
	6	Hand Brush Plastic	24 pcs.	6 pcs.
	7	Mop Handle (wood)	12 pcs.	4 pcs.
	8	Polishing Pad	12 pcs.	4 pcs.
	9	Scrubbing Pad (50 x 200mm)	12 pcs.	4 pcs.
	10	Stripping Pad – 16”	6 pcs.	2 pcs.
	11	Feather Duster	12 pcs.	4 pcs.
	12	Push Brush	10 pcs.	4 pcs.
	All cleaning materials shall be delivered on site on the first working day of the month and on the first working day of the first month of every quarter.			

VI.	Additional Set of Technical Evaluation Parameters through Company Profile	
	<p>Q Stability</p> <p>Q.1 Years of Experience – at least two (2) years from 2016 to 2017</p> <p>Q.2 Liquidity of Contractor – at least three (3) months wages of sixteen (16) janitorial manpower (current assets minus current liability, based on the latest Balance Sheet)</p> <p>Q.3 Organizational Set-Up – Presence of an organizational chart indicating names of key officials and number of personnel and the reporting and functional relationships among various players with the Contractor</p>	
	<p>R Resources</p> <p>R.1 Number and Kind of Supplies and Equipment – with the minimum number and kind of equipment and supplies as specified under this Section VI. Schedule of Requirements.</p> <p>R.2 Number of Janitorial Manpower – with at least 16 janitors</p> <p>R.3 Number of Supervisor – at least 1 Supervisor</p>	
	<p>S Housekeeping Plan</p> <p>S.1 The Service Provider shall submit a Plan tailored fit to the service requirements of the NTC. The Plan shall state/enumerate the specific methodology to be employed for its execution.</p> <p>S.2 The Housekeeping Plan will accordingly be made part of the Service Provider’s submission.</p>	

SERVICE LEVEL AGREEMENT

1.0 General Conditions:

- 1.1 The Service Provider agrees that the NTC, reserves the right to screen and accept or deny the deployment of any personnel recommended by the Service Provider.
- 1.2 The deployed personnel shall work eight hours a day, six days a week from Monday to Saturday. However, the personnel may be requested to provide assistance outside the regular working hours or during weekends or holidays, upon the written approval of NTC.
- 1.3 The NTC has the right to effect changes in the assignment/deployment of the janitors at any time during the contract period. Likewise, the NTC may increase or decrease the number of janitors as maybe necessary and reserves the right to increase, reduce, or limit the scope of services of the Service Provider. In such event, any corresponding adjustment in the cost shall not exceed the contract price.
- 1.4 The Service Provider shall make available relievers and/or replacements at all times to ensure continuous and uninterrupted services.
- 1.5 The Service Provider shall pay its personnel not less than the minimum wage and other benefits mandated by the law. The Service Provider shall comply with the laws governing labor standards and employee's compensation. A certificate for the purpose shall be required from the Service Provider.
- 1.6 The Service Provider shall submit, along with the monthly billing statement, receipts and prescribed reports stamped received by SSS, Philhealth or PAG-IBIG, as proof of remittances for SSS, Philhealth and PAG-IBIG premiums of the Janitorial manpower assigned in the NTC.
- 1.7 The Service Provider in the performance of its services shall secure, maintain at its own expense all registration, licenses or permits required by law, and shall comply with all pertinent rules and regulations. The Service Provider's personnel shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standards and established safety regulations, rules and practices.
- 1.8 The Service Provider shall provide the personnel with appropriate uniforms, protective gear, if necessary, and ensure that they shall observe proper personal hygiene and appear neat and clean at all times.
- 1.9 The Service Provider shall ensure that safety shall be the first priority in the performance of its functions, and avoid the creation of safety hazards both in the condition of the work performed and while doing the work.

2.0 Agency Provision

- 2.1 In order to perform the said janitorial services, the Service Provider shall provide the supplies, tools, materials and equipment.

3.0 Specific Tasks and Responsibilities

3.1 Supply the necessary labor, cleaning equipment, materials and supervision for the daily upkeep and maintenance of the NTC.

3.2 Perform and maintain a satisfactory level of performance throughout the term of the contract of the following janitorial services:

3.3 Daily Tasks

- a. Daily sweeping, mopping, spot scrubbing and polishing of hallways, lobbies and stairways from the ground floor to the fourth floor and all spaces occupied by the Commission.
- b. Vacuum cleaning of carpets laid in the Commission's premises.
- c. Dusting, damp-wiping and polishing of furniture, counters sills and office fixtures, including the emptying and cleaning of ashtrays and garbage bins.
- d. Cleaning and disinfecting of toilets and washrooms and wiping of wash basins and toilet fixtures.
- e. Cleaning and polishing of glass doors/partitions and brass/metal attachments
- f. Spot cleaning of walls.
- g. Washing and drying of cups, saucers, plates, spoons, glasses and other utensils in the offices of the Commission's officials.
- h. Daily sweeping/cleaning of the ground surrounding the building including the parking areas.
- i. Watering of ornamental plants.

3.4 Weekly/Monthly Tasks

- a. Washing, scrubbing and stripping of wax on the floors.
- b. Refinishing, washing and polishing of all floors.
- c. Cleaning of walls, ceilings and doors.
- d. Polishing of all railings, counters, door knobs and glass partitions.
- e. Washing and cleaning of light diffusers.
- f. Cleaning of all windows and sun baffles.
- g. General cleaning of all exterior glasses.
- h. Watering of all ornamental plants.

3.5 Quarterly Tasks

- a. Application of wax and polishing of furniture within the office premises.
- b. Cleaning of all ornamental plants.
- c. Cleaning of all light fixtures.
- d. General cleaning/stripping of furniture of rooms.
- e. Cleaning of mini-blinds.
- f. Polishing of all metal signages.

4.0 Specific Conditions

4.1 Service Standard

- a. Deployed janitorial personnel shall be professional, courteous and sensitive to the client's needs at all times.
- b. The expected standard after cleaning and waste collection is as follows:

Office Areas:

All surfaces, fixtures and fittings, up to normal cleaning height, should be free from dust, stains and debris.

All waste receptacles empty.

Note: Papers, files and electronic equipment will not be removed or adjusted while cleaning (where applicable), unless prior permission has been obtained from the employee concerned.

Washrooms and Toilets:

All surfaces, fixtures and fittings, up to normal cleaning height, should be free from dust, stains and debris.

All sanitary fittings should be free from grime, dirt and smear.

4.2 The duties of the assigned Janitorial Supervisor shall include but not limited to the following:

- a. Make round to check his/her subordinates, provide special cleaning instructions and/or assignments, and ascertain compliance with directives.
- b. Conduct inspection to check cleanliness and orderliness of the premises, and inform his/her subordinates of corrections necessary.
- c. Determine materials, supplies needed and timely inform the Chief of General Services Division, of the requirement.
- d. Train subordinate on proper cleaning methods, use of equipment, safety practices and work regulations.

5.0 Service Performance Monitoring and Evaluation

- 5.1 The NTC General Services Division (NTC-GSD) shall be the main responsible unit in monitoring the implementation of the janitorial services in accordance with the Specifications and conditions of the contract.
- 5.2 The NTC-GSD shall constitute an Inspectorate Team and shall be responsible in recommending appropriate measures and improvement of janitorial services when necessary.
- 5.3 The NTC-GSD shall assessed every quarter the level of performance of the Service Provider using the following performance criteria and weight. The Service Provider must obtain at least seventy percent (70%) score.
- 5.4 The NTC-GSD shall recommend for the renewal of contract, when necessary.

Performance and Weight

No.	Criteria	Weight (%)
1.	Quality of Service/Cleaning Standard	40
2.	Scheduling and Time Management	10
3.	Safety Awareness of Personnel	20
4.	Compliance to Contract Requirements	20
5.	Work Ethics and Personnel Management	10

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Prescribed
Form

Class "A" Documents

Legal Documents

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

Technical Documents

- ☐ (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and** ANNEX A
- ☐ (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and** ANNEX B
- ☐ (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and** ANNEX C
- ☐ (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and** Section VI of the Philippine Bidding Documents

- ☐ (i) Original duly signed Omnibus Sworn Statement (OSS); 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 ANNEX E
 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.

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

- ☐ (m) DOLE Certificate of Registration
- ☐ (n) DOLE Certificate of No Pending Case
- ☐ (o) SSS, PhilHealth and Pag-IBIG Certification of no delinquency of monthly premium payments

25 FINANCIAL COMPONENT ENVELOPE

Prescribed Form

- ☐ (a) Original of duly signed and accomplished Financial Bid Form; **and** ANNEX F
- ☐ (b) Original of duly signed and accomplished Price Schedule(s). ANNEX G

Section IX. Bidding Forms

ANNEX A

Statement of Ongoing and Awarded But Not Yet Started Contracts

This is to certify that _____ has the following ongoing and awarded but not yet started contracts:

Name of Contract	Date of Contract	Duration of Contract	Owner's Name and Address	Kinds of Goods	Amount of Contract	Value of Outstanding Contracts	Date of Delivery

Name and Signature of Authorized Representative

Date

***Instructions:**

- a) State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of the day before the deadline of submission and opening of bids.
- b) **If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.**
- c) The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.

ANNEX B

Statement of Single Largest Completed Contract Similar to the Contract to be Bid

This is to certify that _____ has the largest completed contract within **the last Five years**:

Name of Contract	Date of Contract	Duration of Contract	Owner's Name and Address	Kinds of Goods	Amount of Completed Contract	Date of Delivery	End User's Acceptance or Official Receipt(s) or Sales Invoice (If completed)

Name and Signature of Authorized Representative

Date

***Instructions:**

- a) Cut-off date: The day before the deadline of submission and opening of bids. In the column for "End-User's Acceptance", indicate the date of acceptance or Official Receipt(s) or Sales Invoice.

Note: Similar contract refers to Projects particularly in Janitorial Services in Private / Government Sector.

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]

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 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

Performance Securing Declaration (Revised)

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

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

PERFORMANCE SECURING DECLARATION

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

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/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]

FORMAT OF JOINT VENTURE AGREEMENT (JVA)

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into by and between:

(Name of Company), a corporation duly organized and registered under Philippine law, with principal office address at (address), and represented herein by (Position), (Name)

-and-

(Name of Company), a corporation duly organized and registered under Philippine law, with principal office address at (address), and represented herein by (Position), (Name)

That the above parties are duly authorized by their respective corporations to enter into and bind their respective corporations to a Joint Venture Agreement, pursuant to a valid Board Resolution issued by their respective Board of Directors/Trustees.

That all parties agree to join together their manpower, equipment, and what is needed to establish a project-specific Joint Venture for the purpose of bidding, and if successful, undertaking of the hereunder stated project of the NATIONAL TELECOMMUNICATIONS COMMISSION (NTC).

NAME OF PROJECT	ABC

That both parties agree to be jointly and severally liable for the entire assignment.

That both parties agree that (Name of Company) shall act as the lead organization and (Name of Company) as partner organization; and (Name of Company), as the lead organization, will oversee the administration and content of the eligibility and proposal submissions, coordinate with NTC on any matter that needs attending to, and implement the project in the event that the joint venture wins the bid.

That both parties agree that (Name), (Position), of (Name of Company), shall be the Official Representative of the Joint Venture, and is granted full power and authority to do, to execute, and perform any and all acts necessary, and/or to represent the Joint Venture in the entire bidding and implementation process, as fully and effectively as the Joint Venture may do so as if personally present, without prejudice to the authority of the Joint Venture partners to exercise their power of substitution and revocation.

That this Joint Venture Agreement shall remain in effect only for the above stated Project until terminated by both parties or in the event of an unsuccessful bidding.

In witness thereof, we have hereunto affixed our signatures this ____ day of _____ 2020 at _____.

(Name of Company)

by:

(Name)
(Position)

(Name of Company)

by:

(Name)
(Position)

WITNESSES:

(Signature of Witness)

(Name of Witness)

Address:

(Signature of Witness)

(Name of Witness)

Address:

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in the (City/Province/Municipality) of _____ this ____ day of _____ 2020, personally appeared:

NAME	ID PRESENTED/EXPIRATION	PLACE OF ISSUE

known to me and to me known to be the same persons who executed the foregoing instrument which they acknowledged to me to be their free and voluntary act and deed, consisting of ____ page/s, including this page in which this Acknowledgement is written, duly signed by them and their instrumental witnesses on each and every page hereof.

Doc. No. _____

Page No. _____

Book No. _____
Series of _____

ANNEX F

Bid Form for the Procurement of Goods
[Shall be submitted with the Bid]

BID FORM

Date: _____
Project Identification No.: _____

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

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

If our Bid is accepted, we undertake:

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

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

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

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

(if none, state "None")		

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

ANNEX G

PRICE SCHEDULE

Name of Bidder _____ Project Identification Number _____

Particular	Unit Cost	Total Cost
1 LOT	<i>PHP</i> _____	<i>PHP</i> _____
Total Bid for 1 LOT		<i>PHP</i> _____

Name: _____

Legal Capacity: _____

Signature: _____

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

Date: _____

