



Republic of the Philippines  
**EULOGIO "AMANG" RODRIGUEZ**  
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**PHILIPPINE BIDDING DOCUMENTS**

**SERVICE CONTRACT  
FOR JANITORIAL  
SERVICES**

**(26) PERSONNEL WITH  
PROVISION FOR SUPPLIES AND  
EQUIPMENT**

**First Edition  
May 2025**

# Preface

This Philippine Bidding Documents (PBD) for the Government of the Philippines (GoP) for the procurement of Goods through [*Competitive Bidding, Limited Source Bidding, Competitive Dialogue, or Unsolicited Offer with Bid Matching*] have been prepared by the GoP for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the government, including government-owned and/or -controlled corporations (GOCC), government financial institutions (GFI), state universities and colleges (SUC), and local government units (LGU) and autonomous regional government use in projects that are financed in whole or in part by the GOP or any foreign government/foreign or international financing institution in accordance with the provisions of the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009.

The Bidding Documents shall clearly and adequately define, among others: (a) the objectives, scope, and expected outputs and/or results of the proposed contract; (b) the eligibility requirements of Bidders, (c) the expected contract duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (d) the obligations, duties, and/or functions of the winning Bidder.

In order to simplify the preparation of the Bidding Documents for each procurement, the PBD groups the provisions that are intended to be used unchanged in Section II. Instructions to Bidders (ITB) and in Section IV. General Conditions of Contract (GCC). Data and provisions specific to each procurement and contract should be included in Section III. Bid Data Sheet (BDS); Section V. Special Conditions of Contract (SCC); Section VI. Schedule of Requirements; and Section VII. Technical Specifications. The forms to be used are provided in Section VIII. Philippine Bidding Document Related Forms.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents, except for the notes introducing Section VIII. Philippine Bidding Document Related Forms where the information is useful for the Bidder. The following general directions should be observed when using the documents:

- a) All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Project.
- b) Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission,*” should be furnished in the ITB, BDS, and SCC. The final documents should contain neither blank spaces nor options.
- c) This Preface and the footnotes or notes in italics included in the Invitation to Bid, BDS, SCC, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the procuring entity should strictly follow.
- d) The cover page should be modified as required to identify the Bidding Documents as to Procurement Project, Project Identification Number, Procuring Entity, in addition to the date of issue.
- e) Modification for specific Procurement Project details should be provided in the SCC as amendments to the Condition of Contract. For easy completion, whenever reference has to made to specific clauses in the Bid Data Sheet or Special Condition of Contract, these terms shall be printed in bold typeface on Section 1 (Instructions to Bidders) and III (General Condition of Contract), respectively.



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**SERVICE  
CONTRACT FOR  
JANITORIAL  
SERVICES  
(26) PERSONNEL WITH  
PROVISION FOR  
SUPPLIES AND  
EQUIPMENT  
(EARLY PROCUREMENT)**

*ITB-2025-BID-011 APRB-No. 011-015*

# 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.

**EARIST** - Eulogio “Amang” Rodriguez Institute of Science and Technology

**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.

## *Definition of Terms*

**Bid** – a signed offer, proposal, or quotation submitted by a supplier, manufacturer, distributor, contractor, consultant, or service provider in response to the requirements of the Procuring Entity as stated in the Bidding Documents. (IRR, Section 5[c]).

**Bidder** – a supplier, manufacturer, distributor, contractor, consultant, and service provider, whether public or private, who submits a Bid in response to the requirements of the Procuring Entity as stated in the Bidding Documents. (IRR, Section 5[d]).

**Bidding Documents** – the documents issued by the Procuring Entity as the basis for Bids, furnishing all information necessary to prospective Bidder to prepare a Bid for the Goods, Infrastructure Projects, and Consulting Services required by the Procuring Entity. (IRR, Section 5[e]).

**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.

**Contract Price** - the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

**Effective Date of the Contract** – the date indicated in the contract. However, the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed.

**Foreign-funded Procurement or Foreign-Assisted Project** – refers to the acquisition of Goods, Consulting Services, and the contracting for Infrastructure Projects by the Government of the Philippines which are wholly or partly funded by foreign loans or grants pursuant to a Treaty or International or Executive Agreement.

**Framework Agreement** – is a procurement strategy which shall be in the nature of an option contract between the Procuring Entity and the Bidder that stipulates the terms and conditions to be applied in subsequent contracts for the procurement of Goods, Infrastructure Projects, and Consulting Services with a single or multiple contractor, manufacturer, supplier, distributor, consultant, and service provider to expand the pool of prospective Bidders, take advantage of economies of scale, minimize the administrative burden of conducting separate procurement activities, and generate time and money savings. (IRR, Section 16.2).

**Goods** – refer to (i) all items, supplies, and materials, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity; or (ii) general support services which pertain to all types of services except Consulting Services and Infrastructure Projects, such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services. Personnel Services or individual COS or JO engagements do not fall under this definition; (IRR, Section 5[n])

**MARB** – refers to the award criteria in the procurement of Goods where the considerations for the award of contract are the eligibility of the bidder, the responsiveness of its bid to the technical requirements, and the most advantageous bid in reference to the highest rated offer based on the quality component of the bid.

**MEARB** – refers to the award criteria in the procurement of Goods where the considerations for the award of contract are the eligibility of the bidder, and the responsiveness of its bid to the technical

requirements, and the determination of the most economically advantageous bid in reference to the quality-price ratio allocated to the technical and financial components of the bid.

**Online submission** – pertains to the submission of the bid for Goods and the bid envelopes containing the technical and financial components of the bid through electronic means or through the electronic bidding facility of the PhilGEPS.

**Project** – refers to a specific or identified procurement covering Goods, Infrastructure Projects 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.

**Services** - means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the 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 its Bid. Supplier as used in these Bidding Documents may likewise refer to a manufacturer, distributor, contractor, or consultant, or service provider.

**Verified Report** - the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

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

### **Notes on the Invitation to Bid**

The Invitation to Bid provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The Invitation to Bid shall be posted in accordance with Section 50 of the Approved Implementing Rules and Regulations of R.A.12009.

Apart from the essential items listed in the Bidding Documents, the Invitation to Bid should also indicate the following:

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

The Invitation to Bid should be incorporated in the Bidding Documents. The information contained in the Invitation to Bid must conform to the Bidding Documents, particularly to the relevant information in the BDS.



**INVITATION TO BID FOR THE  
SERVICE CONTRACT FOR JANITORIAL SERVICES  
(26) PERSONNEL WITH PROVISION FOR SUPPLIES AND  
EQUIPMENT (EARLY PROCUREMENT)**

- 1) The ***EULOGIO "AMANG" RODRIGUEZ INSTITUTE OF SCIENCE AND TECHNOLOGY***, through the ***General Appropriation Act (GAA) FY 2026*** intends to apply the sum of ***Eight Million Seven Hundred Ninety-Two Thousand (P8,792,000.00) pesos only*** being the ***Approved Budget for the Contract (ABC)*** to payments under the contract for the ***Service Contract for Janitorial Services (26) personnel with provision for supplies and equipment***. Bids received in excess of the ABC shall be automatically rejected at bid opening.

The ***EULOGIO "AMANG" RODRIGUEZ INSTITUTE OF SCIENCE AND TECHNOLOGY***, through the ***General Appropriation Act (GAA) FY 2026*** intends to apply the sum of ***Eight Million Seven Hundred Ninety-Two Thousand (P8,792,000.00) pesos only*** being the ABC to payments under the contract for each ***lot/item***. Bids received in excess of the ABC for each lot/item shall be automatically rejected at bid opening.

- 2) The ***EULOGIO "AMANG" INSTITUTE OF SCIENCE AND TECHNOLOGY*** now invites bids for ***Service Contract for Janitorial Services (26) personnel with provision for supplies and equipment*** using the ***Most Economically Advantageous Responsive Bid (MEARB)***. Delivery of the Goods is required ***within three hundred sixty-five (365) calendar days***. Bidders should have completed, at least ***five (5) years*** from the date of submission and receipt of bids, contracts 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 IRR of RA No. 12009.
- 4) Interested Bidders may obtain further information from ***EULOGIO "AMANG" RODRIGUEZ INSTITUTE OF SCIENCE AND TECHNOLOGY*** and inspect the Bidding Documents at the address given below from (Monday to Friday 8:00am - 5:00pm).
- 5) A complete set of Bidding Documents may be acquired by interested Bidders on ***November 28, 2025*** from the BAC Office 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 only (PHP 10,000.00)***.

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

- 6) The ***EULOGIO "AMANG" RODRIGUEZ INSTITUTE OF SCIENCE AND TECHNOLOGY*** will hold a Pre-Bid Conference on ***December 05, 2025, Friday at 1:00 PM***

at the BAC Office and/or through video conferencing via **Google Meet**, which shall be open to prospective Bidders.

- 7) Bids must be duly received by the Bids and Awards Committee (BAC) Secretariat through manual submission at the office address indicated below, on or before **December 18, 2025 Thursday at 1:00 PM**. 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 13.
- 9) Bid opening shall be on **December 18, 2025 Thursday at 1:30 PM** at the BAC Office and/or via Google Meet. Bids will be opened in the presence of the Bidders' representatives who choose to attend the activity.

10) *The schedule of bidding activities is as follows:*

<b>BAC ACTIVITIES</b>	<b>SCHEDULE</b>
<b>Advertisement / Posting of Invitation to Bid / Request for Expression of Interest</b>	<b>November 28 – December 4, 2025</b>
<b>Issuance and Availability of Bidding Documents</b>	<b>November 28 – December 18 (12:00n), 2025</b>
<b>Pre-Bid Conference</b>	<b>December 5, 2025 1:00 pm</b>
<b>Deadline submission and Receipt of Bids</b>	<b>December 18, 2025 1:00 pm</b>
<b>Opening of Bid and Bid Evaluation</b>	<b>December 18, 2025 1:30 pm</b>
<b>Post Qualification</b>	<b>Before NOA Issuance</b>
<b>Approval of Resolution / Issuance of Notice of Award</b>	<b>NOA issuance the day/s after the approval of the EARIST-BOT and Post Qualification but if the Contract Cost is below 10 million NOA issuance will be after the Post Qualification date or within 7 days after the issuance of BAC Resolution of Award</b>
<b>Contract preparation &amp; signing</b>	<b>Within 10 days upon NOA receipt and submission of Performance Bond preferably 7 days</b>
<b>Issuance of Notice to Proceed</b>	<b>Within 3 days upon contract execution/notarization</b>

11) The **EULOGIO “AMANG” RODRIGUEZ INSTITUTE OF SCIENCE AND TECHNOLOGY** 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 Section 70 of R.A. No. 12009, without incurring any liability to the affected Bidder or Bidders.

12) For further information, please refer to:

**DR. ALLAN Q. QUISMUNDO**  
*BAC Chairman*  
 Tel./Fax. 8243-9467 local 104  
 bac@earist.edu.ph

**MR. PEDRO ROMMEL D. KIRONG**  
*BAC SECRETARIAT*  
 Tel./Fax. 8243-9467 local 104  
 bac@earist.edu.ph

13) You may visit the following websites:

For downloading of Bidding Documents: <https://earist.edu.ph/bids-and-awards/>  
 [November 27, 2025]

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**DR. ALLAN Q. QUISMUNDO**

*BAC Chairman*

## **Section II. Instructions to Bidders**

### **Notes on the Instructions to Bidders**

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

## **A. General**

### **1. Scope of Bid**

The Procuring Entity, Eulogio “Amang” Rodriguez Institute of Science and Technology (EARIST wishes to receive Bids for the *Service Contract for Janitorial Services (26) personnel with provision for supplies and equipment* with *Bid Reference Number ITB-2025-BID-011 APRB-No. 011-015*.

### **2. Source of Funds**

The source of funding is the General Appropriation Act Fund

### **3. Bidding Requirements**

The Bidding for the Project shall be governed by all the provisions of the Approved Implementing Rules and Regulations of RA 12009, 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 requirement of this Project, including other factors that may affected 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 obstructing practices defined under the Section 71 of the IRR of RA No. 12009 or other integrity violations in competing for the Project.

### **5. Eligible Bidders**

5.1 Only Bids found to be legally, technically, and financially eligible will be evaluated. For procurement of Goods, the following persons shall be eligible to participate in this bidding:

- a) Duly-licensed Filipino citizens or sole proprietorships;
- b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
- c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;

- d) Cooperatives duly registered with the Cooperative Development Authority (CDA),
  - e) Persons or entities forming themselves into a Joint Venture (JV), i.e., a group of two (2) or more persons or entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the JV concerned shall be at least sixty percent (60%).
- 5.2 Foreign Bidders may be eligible to participate when any of the following circumstances exist, as specified in the **BDS**:
- a) When provided for under any treaty or international or executive agreement as provided in Section 4 of the IRR;
  - b) When the foreign supplier is a citizen, corporation, or association of a country, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - c) When the Goods sought to be procured are not available from local suppliers;  
or
  - d) When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3 GOCCs may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.
- 5.4 The Bidder must have completed, within a period of ten (10) years from the submission of the bid, unless a shorter period is indicated in the Invitation to Bid and **BDS**, a Single Largest Completed Contract (SLCC) that is similar to the procurement project to be bid, and whose value must be equivalent to at least fifty percent (50%) of the ABC, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price indices.
- 5.5 If the Procuring Entity determines that it is necessary to adopt a different SLCC requirement to ensure broader Bidder participation while establishing their technical capacity, it may allow Bidders to present a combination of contracts completed within the same period, provided their total value is at least fifty percent (50%) of the ABC, thus:
- a) The Bidder should have completed at least one (1) similar contract amounting to at least 25% of the ABC; and
  - b) The Bidder should have completed other contracts, whether similar or not, with an aggregate amount of at least 25% of the ABC.

For this purpose, the Procuring Entity may clarify in the **BDS** the definition or description of what it considers to be a similar project, which must be germane to the kind, class, or genus of goods or services to be procured, guided by the principle of proportionality and fit-for-purpose approach.

- 5.6 The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

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

The values of the domestic Bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements (AFS) submitted to the BIR not earlier than two (2) years prior to date of bid submission.

For purposes of computing the foreign Bidders' NFCC, the value of the current assets and current liabilities shall be based on their latest AFS prepared in accordance with International Financial Reporting Standards.

If the Bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid. Provided that, if issued by a foreign bank, it shall be confirmed or authenticated by a local bank.

## **6. Origin of Goods**

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

## **7. Subcontracts**

The Procuring entity has prescribed that **subcontracting is not allowed**

## **8. Pre-Bid Conference**

8.1 A pre-bid conference shall be held either at the Procuring Entity's physical address and/or online through videoconferencing, webcasting, or similar technology, or a combination thereof, on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.

8.2 Bidders are highly encouraged to attend the pre-bid conference to fully understand the Procuring Entity's requirements. While non-attendance of the Bidder will in no way prejudice its bid. The Bidder is deemed to know any changes and/or amendments to the Bidding Documents, as may be provided in the Supplemental Bid Bulletin.

8.3 Decisions of the BAC amending any provision of the Bidding Documents shall be issued in writing through a Supplemental Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

## **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 request must be in writing and submitted to the BAC of the Procuring Entity at the address or electronic mail indicated in the **BDS** or through the electronic bidding facility of PhilGEPS, as may be applicable, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

## 10. Documents Comprising the Bid: Technical and Financial Components

10.1 The first bid envelope shall contain the following technical documents, including the eligibility documents:

- i) PhilGEPS Certificate of Registration (Platinum Membership);
- ii) Statement of SLCC;
- iii) NFCC Computation or committed Line of Credit (LoC);
- iv) Statement 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;
- v) *[if applicable]* JVA) or in the absence of a JVA, duly notarized statements from all potential JV partners stating that they will enter into and abide by the provisions of the JVA in the event that the bid is successful;
- vi) Bid Security in the prescribed form and amount in accordance with ITB Clause 16, and validity period under ITB Clause 15;
- vii) Technical Specifications, which may include production or delivery schedule, manpower requirements, or after-sales service or parts, if applicable;
- viii) Omnibus Sworn Statement; and
- ix) For foreign Bidders claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos, a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item or product.

10.2 The second bid envelope shall contain the following financial documents:

- a) Bid Form which includes the Bid price;
- b) Price Schedules in accordance with ITB Clause 13.1; and
- c) *[if applicable]* Certificate of Domestic Preference, in accordance with ITB Clause 25.

## 11. Bid Price

The Bidder shall accomplish the Price Schedule Form as prescribed by the Procuring Entity, which may include the following details:

- a) For Goods offered from within the Philippines:
  - 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 the **BDS**.
- b) For Goods offered from abroad:
- i) Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted Delivery 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, listed in the **BDS**.

## 12. Bid Currencies

- 12.1. For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the local or tradeable currency/ies accepted by the *Bangko Sentral ng Pilipinas* (BSP), as stated in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate published in the BSP Daily Reference Exchange Rate Bulletin on the day of the bid opening.
- 12.2. Payment of the contract price shall be made in Philippine Peso.

## 13. Bid Security

- 13.1. 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.
- 13.2. The Bid and bid security shall be valid until 120 calendar days from the Bid Opening. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive,

## 14. Format and Signing of Bids

- 14.1 Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. Philippine Bidding Document Related Forms on or before the deadline specified in ITB Clause 19 in two (2) separate sealed bid envelopes which shall be submitted simultaneously, whether through manual or online submission. The first shall contain the technical component of the bid, including the eligibility requirements under ITB Clause 12, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.
- 14.2 Forms as mentioned in ITB Clause 17.1 must be completed without any alterations to their format. No substitute form shall be accepted.
- 14.3 Each and every page of the Bid Form, including the Price Schedule, under Section VIII hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.

- 14.4 Any insertions, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

## **15. Sealing and Marking Bids**

- 15.1 Bidders shall enclose their technical documents described in ITB Clause 12 in one sealed envelope marked "TECHNICAL COMPONENT", and the financial component in another sealed envelope marked "FINANCIAL COMPONENT", sealing them all in an outer envelope marked "BID".
- 15.2 Each Bidder shall submit five (5) copies (1 original and 4 duplicates) of the first and second components of bid together with one electronic copy to be included in original envelop of the first component.
- 15.3 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 Bids, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified
- 15.4 The Bid as indicated in the Bidding Documents shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.
- 15.4 For manually submitted bid envelopes that are not properly sealed and marked, as required in the Bidding Documents, the same shall be accepted; Provided, That the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. On the other hand, unsealed or unmarked bid envelopes, or bids that cannot be opened or corrupted in case of online submission, shall be rejected.

## **16. Deadline for Submission of Bids**

Bids must be received by the Procuring Entity's BAC at the address indicated in the Invitation to bid, or through the e-bidding facility of the PhilGEPS on or before the date and time indicated in the **BDS**.

## **17. Late Bids**

Bids, including the eligibility requirements, submitted after the deadline shall be rejected by the BAC. The BAC shall record in the Minutes of the Meeting the submission and opening of bids, the Bidder's name, its representative, and the time the late bid was submitted.

## **18. Opening and Preliminary Examination of Bids**

- 18.1 The BAC shall open the Bids in public at the time, on date and at the place specified in paragraph 10 of the IB. The Bidders' representative who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be use, attendance or participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the Rules and Regulations of RA 12009 shall prevail

18.2 The preliminary examination of bids shall be governed by Section 59 of the Approved Implementing Rules and Regulations of RA 12009.

## 19. Domestic Preference

The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 79 of the Approved IRR of RA 12009.

## 20. Detailed Evaluation and Comparison of Bids

20.1 The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Price Schedule.

20.2 The Procuring Entity will undertake the detailed evaluation and comparison of the bids which have passed the opening and preliminary examination of bids, pursuant to ITB Clause 22, to determine the Lowest Calculated Bid (LCB), Most Economically Advantageous Responsive Bid (MEARB), and MAB.

20.3 The award criterion shall be determined as follows:

- a) For MEARB, the BAC shall evaluate the quality and price proposals to determine the Most Economically Advantageous Responsive Bid (MEARB) using the following steps:
  - i) The quality proposal together with the price proposal shall be considered in the evaluation of bids. The quality proposals shall be evaluated first using the criteria in the **BDS**. The price proposals of the bids that meet the minimum quality score shall then be opened.
  - ii) The price and quality proposals shall be given corresponding weights with the price proposal given a minimum weight of fifteen percent (15%) up to a maximum of forty percent (40%). The weight of the quality criteria shall be adjusted accordingly such that their total weight in percent together with the weight given to the price proposal shall be equal to one hundred percent (100%).
  - iii) To further promote green public procurement, the sustainability of products, or materials with green specifications shall be given greater weight in the evaluation of bids. As approved by the BAC, the exact weights shall be indicated in the **BDS**. The BAC shall rank the Bidders in descending order based on the combined numerical ratings of their quality and price proposals. The Bidder with the best overall score using the quality-price ratio shall be referred to as the MEARB.
  - iv) The HoPE shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of the results of the evaluation from the BAC.

20.4 In order to eliminate bias in evaluating the quality proposals, it is recommended that the highest and lowest scores for each Bidder for each criterion shall not be

considered in determining the average scores of the Bidders, except when the evaluation is conducted in a collegial manner.

- 20.5 The BAC shall immediately conduct a detailed evaluation of all bids using non-discretionary criteria in considering the following:
- a) Completeness of the bid. Unless the **BDS** allows partial bids, bids not addressing or providing all of the required items in the **BDS**, shall be considered non-responsive and, thus, automatically disqualified; and
  - b) Arithmetical corrections. The BAC shall apply arithmetical corrections on computational errors and omissions to enable proper comparison of all eligible bids. Bid corrections may also be considered if expressly allowed in the **BDS**. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 20.6 Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, and other modifications, to identify the MEARB. Total calculated bid prices, as evaluated and corrected for computational errors, and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.
- 20.7 The BAC shall evaluate all bids on an equal footing to ensure fair and competitive bid comparison. For this purpose, all Bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties, whichever is applicable, as itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.
- 20.8 If so indicated pursuant to ITB Clause 1.2, bids may be submitted for individual lots or for any combination thereof, provided that all bids and combinations of bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid prices quoted shall correspond to all items specified for each lot and to all quantities specified for each item of a lot. Bid Security as required by ITB Clause 16 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in **BDS** Clause 26.5.
- 20.9 In order to eliminate bias in evaluating the quality proposals, it is recommended that the highest and lowest scores for each Bidder for each criterion shall not be considered in determining the average scores of the Bidders, except when the evaluation is conducted in a collegial manner.

## **21. Post Qualification**

- 21.1 The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the MEARB complies with and is responsive to all the requirements and conditions specified in ITB Clauses 5, 12.1, and 12.2. The Bidder, within five (5) calendar days from receipt of notice from the BAC that it submitted the MEARB shall submit all the eligibility documents supporting its PhilGEPS Certificate of Registration (Platinum Membership), its latest income and business tax returns filed for the preceding quarter which should not be earlier than two (2) quarters from the date of submission and receipt of bid, and other appropriate licenses and permits required by law and stated in the **BDS**.

- 21.2 Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the Bidder for award; Provided, That in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the Bid Security.
- 21.3 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to ITB Clauses 12.1 and 12.2, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.
- 21.4 If the BAC determines that the Bidder with the MEARB fails to meet the post-qualification criteria, it shall immediately notify the said Bidder in writing of its post-disqualification and the grounds for such determination.
- 21.5 Immediately after the BAC has notified the first Bidder of its post- disqualification, and notwithstanding any pending request for reconsideration thereof, the BAC shall initiate and complete the same post-qualification process on the Bidder with the second MEARB. If the second Bidder passes the post-qualification and the request for reconsideration of the first Bidder has been denied, the second Bidder shall be post-qualified as the Bidder with the MEARB.
- 21.6 If the second Bidder, however, fails the post-qualification, the procedure for post-qualification shall be repeated for the Bidder with the next MEARB and so on, until the MEARB, as the case may be, is determined for award, subject to the procedure of Notice and Execution of Award.
- 21.7 If the BAC determines that the Bidder with the MEARB passes all the criteria for post-qualification, it shall declare the said bid as the MEARB.
- 21.8 Within a period not exceeding ten (10) calendar days from the determination and declaration through a resolution by the BAC of the MEARB, and the recommendation of the award, the HoPE or its duly authorized representative shall approve or disapprove the said recommendation.
- 21.9 In case of approval, the HoPE or its duly authorized representative shall immediately issue the Notice of Award to the Bidder with the MEARB.

In the event that the approving authority shall disapprove the resolution on the award of the contract, such disapproval shall be based only on valid, reasonable, and justifiable grounds to be expressed in writing. A copy of the decision disapproving the resolution shall be furnished to the BAC and the Bidder.

## **22. Contract Award**

- 22.1 Subject to ITB Clause 21, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the MEARB.
- 22.2 Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the MEARB and submitted personally or sent by registered mail or electronically to the Procuring Entity.

~~22.3~~—Within ten (10) calendar days from receipt by the winning Bidder of the Notice of Award, the following conditions should be complied with before the contract may be awarded:

- a) Submission of the following documents:
  - i) Valid JVA, if applicable; or
  - ii) The SEC Certificate of Registration of the foreign corporation, if applicable.
- b) Posting of the performance security in accordance with ITB Clause 31; and
- c) Signing of the contract as provided in ITB Clause 30.

22.4 At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in Section VI. Schedule of Requirements.

### 23. Signing of Contract

23.1 Within ten (10) calendar days from receipt of the Notice of Award, the winning Bidder shall (i) post the required performance security, sign and date the contract, and return it to the Procuring Entity.

23.2 The Procuring Entity shall enter into a contract with the successful Bidder within the same ten (10) calendar day period, provided that all the documentary requirements are complied with.

23.3 The following documents shall form part of the contract:

- a) Contract Agreement;
- b) Bidding Documents;
- c) Winning Bidder's bid, including the technical and financial proposals, and all other documents/statements 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;
- d) Performance Security;
- e) Notice of Award of Contract; and
- f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

### 24. Performance Security

24.1 To guarantee the faithful performance of its obligations under the contract, the winning Bidder shall post a performance security prior to the signing of the contract. Furthermore, the successful Bidder shall be required to update the performance security posted before the issuance of an amendment to order if any.

**24.2** Sectors enumerated under Section 76.1 of the IRR may be allowed to post a Performance Securing Declaration (PSD) as specified in the **BDS**.

24.3 The performance security shall be in any form selected by the Procuring Entity in the amount indicated in the **BDS**, which shall not be less than the percentage of the total contract price in accordance with the following price schedule:

<b>Form of Performance Security</b>	<b>Amount of Performance Security</b> <i>(Not less than the Percentage of the Total Contract Price)</i>
a. Cash or Cashier's or Manager's check issued by a bank.	Five percent (5%)
b. Bank draft or guarantee or irrevocable Letter of Credit issued by a local bank. If issued by a foreign bank, it shall be confirmed or authenticated by a local bank.	
ii. Surety bond callable upon demand issued by a surety or insurance company duly certified by the IC as authorized to issue such security.	Thirty Percent (30%)

24.4 The performance security shall be denominated in Philippine Peso and posted in favor of the Procuring Entity, which shall be forfeited in the event it is established that the winning Bidder is in default in any of its obligations under the contract.

**25. Notice To Proceed**

The Procuring Entity shall issue the Notice to Proceed to the winning Bidder not later than three (3) calendar days from the date of approval of the contract by the appropriate signatories. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

**26. Protest Mechanism**

Decisions of the BAC in all stages of procurement may be protested to the HoPE in accordance with Section 83 of the IRR.

## ***Section III. Bid Data Sheet***

### **Notes on the Bid Data Sheet**

Section III is intended to assist the Procuring Entity in providing specific information relative to corresponding clauses in the ITB included in Section II, and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS the information and requirements relevant to the circumstances of the Procuring Entity; including the procurement processing details; the applicable rules regarding bid price and currency; and the bid evaluation criteria that will apply to the bids. In preparing Section III, the following aspects should be checked:

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

# Bid Data Sheet

ITB Clause	
1.1	<p>The Procuring Entity is <b><i>EULOGIO “AMANG” RODRIGUEZ INSTITUTE OF SCIENCE AND TECHNOLOGY</i></b></p> <p>The Project title is <b><i>SERVICE CONTRACT FOR JANITORIAL SERVICES (26) PERSONNEL WITH PROVISION FOR SUPPLIES AND EQUIPMENT</i></b></p> <p>The identification number of the Contract is <b><i>ITB-2025-BID-011 APRB-No. 011-015.</i></b></p>
2	<p>The Funding Source is:</p> <p style="padding-left: 40px;"><b>2.1</b> The GoP through the source of funding as indicated below for <b><i>General Appropriation Act (GAA) FY 2026</i></b> in the amount of <b><i>Eight Million Seven Hundred Ninety-Two Thousand (8,792,000.00) Pesos.</i></b></p>
3.1	No further instructions.
5.2	Foreign Bidders may participate in this Project in view of the following circumstance(s): <i>[State which of the circumstance(s) mentioned in the ITB Clause exists in the Project.]</i>
5.4	The Bidder’s SLCC similar to the contract to be bid should have been completed within ten (10) years prior to the deadline for the submission and receipt of bids.
5.5	The Bidder’s SLCC eligibility shall be determined by the BAC and the End-User, otherwise state, <i>Not Applicable.</i>
7	No further instructions.
8.1	<b>“SUBCONTRACTING IS NOT ALLOWED.”</b>
8.4	If subcontracting is allowed, specify the eligibility documents that subcontractors must comply with and the time of submission of the same; otherwise, state “Not Applicable”.
9.1	The Procuring Entity will hold a pre-bid conference for this Project on <b><i>December 05, 2025, Friday at 1:00 PM</i></b> at the BAC Office
10.1	<p>The Procuring Entity’s address is:</p> <p style="text-align: center;"><b><i>DR. ALLAN Q. QUISMUNDO</i></b>  <i>BAC Chairman</i>  <i>2nd F. Old Science Building,</i>  <i>Bids and Awards Committee Office</i>  <i>Tel./Fax. 8243-9467 local 104</i>  <i>Email: <a href="mailto:bac@earist.edu.ph">bac@earist.edu.ph</a></i>  <i>Website: <a href="https://bac.earist.edu.ph/">https://bac.earist.edu.ph/</a></i></p>
12.4	The ABC is <b><i>8,792,000.00.</i></b> Any bid with a financial component exceeding the amount shall not be accepted.

13.1(a)(iv)	<i>[List here the incidental services that are required as part of the Bidder's bid cross referencing to the technical specifications and SCC as appropriate.]</i>
13.1(b)(ii)	<i>List here the incidental services that are required as part of the Bidder's bid cross referencing to the technical specifications and SCC as appropriate.</i>  <i>If none, state "No incidental services are required."</i>
13.2	No further instructions.
14.1(b)	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Peso.
15.1	Bids will be valid for a number of days from bid opening, upon determination of the BAC.
16.1	The Bid Security shall be in the form of a Bid Securing Declaration, and any of the following:  1) The amount of not less than <b>php 175,840.00</b> [2% of ABC], if bid security is in cash;  2) The amount of not less than <b>php 439,600.00</b> [5% of ABC] if bid security is Surety Bond.
16.2	The validity of the Bid Security shall be determined by the BAC.
16.3	In case of extension of bid validity and bid security validity period, Substitution of the bid security form is allowed. Bid Securing Declaration and the following forms may be used:  a) Cash or  b) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.
19	The address for the submission of Bids is the <b>BAC Office</b> The deadline for the submission of Bids is <i>on or before on <b>December 18, 2025 Thursday at 1:00 PM.</b></i>
22.1	The place of the bid opening is  <b>BAC Office</b> 2nd F. Old Science Building, Bids and Awards Committee Office Tel./Fax. 8243-9467 local 104 <b><u>bac@earist.edu.ph</u></b>  The date and time of bid opening is <b>December 18, 2025 Thursday at 1:30 PM.</b>
22.2(b)	For <i>MEARB</i> as award criterion, the date and time of bid opening of the financial proposals is <b>December 18, 2025 Thursday at 1:30 PM.</b>

25.7	No further instructions.
26.3(b)(i)	<p>The quality component shall be assessed on the basis of criteria with corresponding numerical weights, which may include qualitative, environmental, or social aspects linked to the subject matter of the contract. These may include any or a combination of the following:</p> <ul style="list-style-type: none"> <li>a) Quality and technical merit, including technical competence and a credible track record;</li> <li>b) Aesthetic and functional design and characteristics;</li> <li>c) Approach and methodology;</li> <li>d) Accessibility;</li> <li>e) Tools and equipment;</li> <li>f) Social, environmental, economic, and innovative characteristics;</li> <li>g) Organization, qualification, and experience of employees or staff assigned to perform the contract;</li> <li>h) Ongoing contracts and work commitments;</li> <li>i) After-sales service and technical assistance;</li> <li>j) Delivery conditions, such as delivery period and delivery process;</li> <li>k) Disposal measures; or</li> <li>l) Other relevant criteria in relation to the subject Goods or Infrastructure Projects to be procured.</li> </ul>
26.3(b)(iii)	Not applicable
26.3(c)(i)	Quality = 85%, Price = 15% ; Total = 100%
26.5(a)	<p>“Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.”</p> <p>In all cases, the NFCC computation, if applicable, must be sufficient for the contract to be awarded to the Bidder.</p>
26.5(b)	Arithmetical correction is allowed.
26.6	No further instructions.
27.1	Licenses and permits relevant to the Project shall be determined by the Technical Working Group (TWG)/End-User.
30.3(f)	Additional contract documents relevant to the Project shall be determined by the Technical Working Group (TWG)/End-User.
31.2	Posting Performance Securing Declaration in lieu of performance security may be allowed in this Project.
31.3	The Performance Security shall be the amount of not less than _____ [ <i>Insert 5% of the total contract price</i> ] if performance security is in guarantee;

## ***Section IV. General Conditions of Contract***

### **Notes on the General Conditions of Contract**

The GCC in Section IV, read in conjunction with the SCC in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

The GCC herein shall not be altered. Any changes and complementary information which may be needed shall be introduced only through the SCC in Section V.

## 1) General Terms

In this Contract, the following terms shall be interpreted as indicated:

- a) “The Procuring Entity” means the organization purchasing the Goods, as named in the SCC.
- b) “The Supplier” means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the SCC.
- c) The “Funding Source” means the organization named in the SCC.
- d) “The Project Site” where applicable, means the place or places named in the SCC.

## 2) Corrupt, Fraudulent, Collusive, and Coercive Practices

Unless otherwise provided in the SCC, the Procuring Entity as well as the Bidders, Contractors, or Suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. Further the Funding Source, as appropriate, will seek to impose the maximum civil, administrative, and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in ITB Clause 3.1(a).

## 3) Inspection and Audit by the Funding Source

The Supplier shall allow the Funding Source to inspect its accounts and records related to the performance of its obligations. If the Funding Source requires a separate audit, it shall appoint its auditor and bear the cost thereof.

## 4) Governing Law and Language

- 4.1 This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.
- 4.2 This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

## 5) Notices

- 5.1 Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail or electronic mail, to such Party at the address specified in the SCC, which shall be effective when delivered and duly received, as may be applicable.
- 5.2 A Party may change its address upon notice pursuant to the provisions listed in the SCC.

## 6) Scope of Contract

- 6.1 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 12009 and its Approved Implementing Rules and Regulations, 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.
- 6.2 This is without prejudice to Sections 112 and 74.2 of the Approved Implementing Rules and Regulations of the RA 12009 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.
- 6.3 Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

## 7) Subcontracting

- 7.1 For subcontracting arrangements, the following rules shall apply for both locally-funded projects and projects financed through Official Development Assistance, except those covered by treaty, or international, or executive agreements.
- a) The subcontracted portion of the contract shall be subject to the approval of the HoPE and the following conditions:
- i) The subcontracted portion shall not exceed twenty percent (20%) for Goods, or a different percentage on a per project basis, as approved by the GPPB. The threshold percentages fixed herein shall be subject to the periodic review and adjustments as may be deemed appropriate by the GPPB; and
- ii) The subcontracted portion shall be limited to components that are not deemed "significant or material" to the Project, as determined by the Procuring Entity.
- b) Subcontracting arrangement, if allowed, including the time of submission of the eligibility documents of the subcontractor, shall be disclosed in the Bidding Documents;
- c) Subcontractors must meet the eligibility criteria and submit the same eligibility documents as the general contractor.
- Failure of a subcontractor to meet the eligibility criteria does not affect the eligibility of the general contractor for the procurement project. In such case, the portion intended to be subcontracted to the ineligible subcontractor shall be assumed by the general contractor;
- d) The general contractor shall remain liable for the subcontractor's actions, defaults, delays, and negligence;
- e) The general contractor and the subcontractor are obliged to comply with the provisions of the contract and shall share liability, jointly and severally, in cases of violation of safety standards or other labor standards insofar as the subcontracted portion is concerned; and

- f) For purposes of post-qualification in accordance with its objective and process under the IRR, the value of the entire completed and accepted Project, including the subcontracted portion, shall be credited as experience of the general contractor. In the case of the subcontractor, the following rules shall apply:
  - i) The subcontractor shall get credit for one hundred percent (100%) of the value of the subcontracted portion of the project performed; and
  - ii) Subcontractors shall be eligible to concessional windows of GFIs that treat receivables from the government as loan security; the receivables of subcontractors due from their general contractor shall similarly be accepted as loan security by GFIs.

**8) Procuring Entity's Responsibilities**

- 8.1 Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity may assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2 The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with the Scope of Contract.

**9) Prices**

- 9.1 For goods and services covered under this Contract, as awarded, all bid prices shall be deemed fixed and not subject to price escalation during contract implementation, except as otherwise provided in the succeeding provisions.
- 9.2 Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, unless there is a change in price resulting from Amendment to Order issued in accordance with GCC Clause 28.

**10) Payment**

- 10.1 Payments shall be made only upon a certification by the HoPE that the Goods have been delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President, no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under the Contract.
- 10.2 The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services rendered, and by documents submitted pursuant to the SCC provision for GCC Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract;

- 10.3 Pursuant to **GCC** Clause 11.2, payments shall be made promptly by the Procuring Entity after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the applicable accounting and auditing laws, rules and regulations.
- 10.4 Unless otherwise provided in the **SCC**, all payments to the Supplier under this Contract shall be in Philippine Peso;
- 10.5 Unless otherwise provided in the **SCC**, payments using LoC is allowed. For this purpose, the amount of provisional sum shall be indicated in the **SCC**. All charges for the opening of the LoC and/or incidental expenses thereto shall be for the account of the Supplier.

#### **11) Taxes and Duties**

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license and permit fees, and other such levies imposed for the completion of this Contract.

#### **12) Performance Security**

- 13.1 **Within ten (10) calendar days** from receipt of the Notice of Award 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 the forms prescribed in the ITB Clauses 31.2 and 31.3.
- 13.2 The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning Bidder is in default in any of its obligations under the contract.
- 13.3 The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.4 The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance, subject to the following conditions:
  - a) There are no pending claims against the Supplier or the Surety Company filed by the Procuring Entity;
  - b) The Supplier has no pending claims for labor and materials filed against it; and
  - c) Other terms specified in the **SCC**.
- 13.5 The Procuring Entity shall allow a proportional reduction in the original performance security in case of a reduction in contract value, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

#### **13) Use of Contract Documents and Information**

- 14.1 The Supplier shall not, without the Procuring Entity's prior written consent, disclose this Contract or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity, except for purposes of performing the obligations therein. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

14.2 Other than this Contract, any document enumerated in GCC Clause 14.1 shall remain the property of the Procuring Entity. All copies shall be returned to the Procuring Entity upon completion of the Supplier's performance under this Contract, if so, required by the Procuring Entity.

**14) Standards**

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specifications. When no applicable standard is mentioned, the Goods shall comply with the latest authoritative standards appropriate to its country of origin.

**15) Inspection and Tests**

16.1 The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity, other than that specified under Item 16.3 below. The SCC and 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.

16.2 If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no cost to the Procuring Entity. The Supplier shall provide the Procuring Entity with the results of such inspections and tests.

16.3 The Procuring Entity or its designated representative shall be allowed to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

16.4 The Procuring Entity shall reject the Goods or any part thereof that fail any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity. Upon giving due notice to the Supplier pursuant to GCC Clause 5, the test and/or inspection may be repeated by the Procuring Entity, at no additional cost.

16.5 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative to the said test and/or inspection, shall release the Supplier from any warranties or other obligations under this Contract.

**16) Warranty**

17.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and with all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.

17.2 The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the

Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

- 17.3 To ensure correction of manufacturing defects, the Supplier shall be required to provide a warranty for a minimum period specified in the **SCC**. At the option of the Procuring Entity, the obligation for the warranty shall be covered by:
- a) Retention money in an amount equivalent to at least one percent (1%) but not to exceed five (5%) of every progress payment; or
  - b) Special bank guarantee equivalent to at least one percent (1%) but not to exceed five (5%) of the total Contract Price; or
  - c) Other such amount, if so specified in the **SCC**.
- 17.4 The said amounts shall only be released by the Procuring Entity after the lapse of the warranty period as specified in the **SCC**, or in case of Expendable Supplies, after the consumption thereof; Provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.5 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under the warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, repair or replace the defective Goods or parts thereof, at the soonest possible time, without cost to the Procuring Entity.
- 17.6 If the Supplier, after having been notified on the warranty claim, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.5, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense, and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and other applicable laws.

## **17) Delays in the Supplier's Performance**

- 18.1 Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.
- 18.2 If at any time during the performance of this Contract, the Supplier encounters conditions that may impede the timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under **GCC** Clause 23, the Procuring Entity shall evaluate the situation and, if warranted, extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3 Except as provided under **GCC** Clause 23, any delay by the Supplier in the performance of its obligations shall render it liable to the imposition of liquidated damages pursuant to **GCC** Clause 19, unless an extension of time is agreed upon pursuant to **GCC** Clause 28.

## **18) Liquidated Damages**

- 19.1 When the Supplier fails to satisfactorily deliver the Goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the Supplier, manufacturer, or distributor shall be liable for liquidated damages in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled

for delivery for every day of delay until such goods are finally delivered and accepted by the Procuring Entity.

- 19.2 The Procuring Entity need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due, or which may become due the supplier, manufacturer, or distributor, or collected from any securities or warranties posted by the supplier, manufacturer, or distributor, whichever is convenient to the Procuring Entity. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the Procuring Entity may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.
- 19.3 If delays are likely to be incurred beyond its control, the supplier, manufacturer, or distributor shall promptly notify the Procuring Entity in writing, providing details of the causes and duration of the expected delay. The Procuring Entity may, at its discretion, grant a time extension based on meritorious grounds, with or without the imposition of liquidated damages.

## **19) Settlement of Disputes**

20.1 Any dispute arising from the implementation of a contract covered by the Act and the IRR shall primarily be resolved and settled amicably by mutual consultation or agreement.

~~20.2~~—In case of failure to settle dispute amicably, the parties may mutually agree in writing to resort to other modes of alternative dispute resolution (ADR) to promote efficiency in the procurement process. Accordingly, they are encouraged to select the most expeditious mode of ADR available.

If arbitration is chosen as the ADR method, this shall be incorporated as a provision in the contract and referred to the Arbitrator specified in the SCC.

20.3 In case of disagreement or after exhausting the remedies provided in the preceding Section, the dispute may be submitted to arbitration or other forms of ADR which includes mediation, conciliation, early neutral evaluation, mini-trial, or any combination thereof in accordance with the provisions of RA No. 9285, otherwise known as the “Alternative Dispute Resolution Act of 2004.”

20.4 Should the Parties fail to resolve their dispute or difference by such mutual consultation or agreement after thirty (30) days, either the Procuring Entity or the Supplier may signify its intention to commence arbitration by giving notice to the other Party, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

20.5 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.

20.6 Notwithstanding any reference to arbitration herein, the Parties shall continue to perform their respective obligations under the Contract unless otherwise agreed upon in writing.

## **20) Liability of the Supplier**

- 21.1 The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.
- 21.2 Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repair or replacement of the defective Goods.

**21) Termination for Breach of Contract**

The Procuring Entity may terminate for breach of contract when the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity, pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price, consistent with the provision of this IRR on liquidated damages. The Procuring Entity may likewise impose appropriate sanctions therein.

**22) Termination Due to Force Majeure**

- 23.1 For purposes of this Contract, the terms "*force majeure*" and "**fortuitous event**" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean as an event which the Supplier could not have been foreseen, or though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions, and any other causes the effect/s of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 23.2 The Procuring Entity may terminate this Contract and impose liquidated damages when, as a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the Contract Price, for a period of not less than sixty (60) calendar days, or earlier, as deemed necessary by the Procuring Entity, after receipt of the written notice from the Procuring Entity stating that the circumstance of *force majeure* is deemed to have ceased.
- 23.3 The Supplier shall not be subject to forfeiture of its performance security, payment of liquidated damages, or contract termination due to *force majeure*, provided that the Supplier's delay in performance or other failure to perform its obligations under this Contract is the result of a *force majeure*.
- 23.4 If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity, the Supplier shall continue to perform its obligations under the Contract as far as may be practicable, when not prevented by the *force majeure*, and shall seek all reasonable alternative means in the performance of its obligation.

**23) Termination for Convenience**

- 24.1 The Procuring Entity, through a written notice sent to the Supplier, may terminate this Contract, in whole or in part, at any time, if it has determined the existence of any of the following conditions that make contract implementation economically, financially, or technically impractical or unnecessary:

- a) When physical and economic conditions have significantly changed so as to render the project no longer economically, financially, or technically feasible, as determined by the HoPE;
- b) When the HoPE has determined the existence of conditions that make project implementation impractical or unnecessary, such as, but not limited to, fortuitous event/s, changes in laws, and government policies;
- c) When funding for the Project has been withheld or reduced by higher authorities through no fault of the Procuring Entity; or
- d) Any circumstance analogous to the foregoing.

24.2 The Goods that have been performed or are ready to be delivered or performed within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices thereof. For Goods not yet delivered, performed and/or ready to be delivered or performed, the Procuring Entity may elect:

- a) To have any portion delivered and/or performed and paid at the contract terms and prices thereof; or
- b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

#### 24) Termination for Unlawful Acts

25.1 The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier, including any joint venture partner therein, has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- a) Corrupt, fraudulent, collusive, and coercive practices as defined in ITB Clause **Error! Reference source not found.**;
- b) Drawing up or using forged documents;
- c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- d) Any other act analogous to the foregoing.

#### 25) Procedures for Termination of Contracts

26.1 The following provisions shall govern the procedures for termination of this Contract:

- a) **Verification** - Upon receipt of a written report of acts or causes which may constitute grounds for termination as aforementioned, or upon its own initiative, the End-User or Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such grounds and cause the execution of a Verified Report, with all relevant evidence attached.

- b) **Notice to Terminate** - Upon recommendation by the End-User or Implementing Unit, the HoPE shall terminate contracts only by written notice to the supplier conveying the termination of the contract. The notice shall state:
- i) That the contract is being terminated for any of the grounds aforementioned, and a statement of the acts that constitute the grounds constituting the same;
  - ii) The extent of termination, whether in whole or in part;
  - iii) An instruction to the Supplier, to show cause as to why the contract should not be terminated; and
  - iv) Special instructions of the Procuring Entity, if any.

The Notice to Terminate shall be accompanied by a copy of the Verified Report.

- c) **Show Cause** - Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why the contract should not be terminated. If the Supplier, fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating the contract.
- d) **Rescission of Notice of Termination** - The Procuring Entity may, at any time before receipt of the Supplier's verified position paper, withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice.
- e) **Decision** - Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate the contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, the contract is deemed terminated from receipt of the Supplier of the notice of the decision. The termination shall only be based on the grounds stated in the Notice to Terminate.
- f) **Contract Termination Review Committee (CTRC)** - The HoPE may create a committee to assist in the discharge of its functions under the IRR. All decisions recommended by the CTRC shall be subject to the approval of the HoPE.
- g) **Take-over of Contracts** - If a Procuring Entity terminates the contract due to default, insolvency, or for a cause, it may enter into a Negotiated Procurement (Take-over of Contracts) pursuant to Section 35(c) of RA No. 12009.
- h) **Procuring Entity's Options in Termination for Convenience in Contracts for Goods** - The Goods that have been performed or are ready for delivery within thirty (30) calendar days after the supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed or ready for delivery, the Procuring Entity may elect:
- i) To have any portion delivered or performed and paid at the contract terms and prices; or
  - ii) To cancel the remainder and pay to the supplier an agreed amount for partially completed or performed goods and for materials and parts previously procured by the supplier.

**26) Assignment of Rights**

The Supplier shall not assign its rights or obligations under this Contract, in whole or in part, except upon prior written consent of the Procuring Entity.

**27) Amendment to Order**

No variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties in accordance with the provisions on Amendment to Order, subject to applicable laws, rules and regulations.

**28) Application**

These General Conditions shall apply to the extent that they are not suspended by the provisions from other parts of this Contract.

## ***Section V. Special Conditions of Contract***

### **Notes on the Special Conditions of Contract**

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

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

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

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

## Special Conditions of Contract

GCC Clause	
1(a)	The Procuring Entity is the <i>EULOGIO “AMANG” RODRIGUEZ INSTITUTE OF SCIENCE AND TECHNOLOGY</i> .
1(c)	The Funding Source is:  2.1 The GoP through the source of funding as indicated <i>GAA, the General Appropriation Act</i> .
1(d)	The Project Site is at <i>College of Industrial Technology - Eulogio “Amang” Rodriguez Institute of Science and Technology</i> .
2	No further instructions.
5.1	The Procuring Entity’s address for Notices is:  <b><i>DR. ALLAN Q. QUISMUNDO</i></b> <i>BAC Chairman</i> <i>2nd F. Old Science Building,</i> <i>Bids and Awards Committee Office</i> <i>Tel./Fax. 8243-9467 local 104</i> <i>Email: <a href="mailto:bac@earist.edu.ph">bac@earist.edu.ph</a></i>
5.2	No further instructions.
6.2	<p><b>Delivery and Documents</b></p> <p>For purposes of this Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>For Goods Supplied from Abroad, state “The delivery terms applicable to the Contract are DDP delivered <b>EARIST – Nagtahan, Sampaloc, Manila</b>. In accordance with INCOTERMS.” (DAP)</i></p> <p><i>For Goods Supplied from Within the Philippines, state “The delivery terms applicable to this Contract are delivered to <b>EARIST – Nagtahan, Sampaloc, Manila</b>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</i></p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are as follows:</p> <p><i>For Goods supplied from within the Philippines:</i></p> <p>Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following original documents to the Procuring Entity:</p>

- i) Supplier's invoice showing the goods' description, quantity, unit price, and total amount;
- ii) Delivery receipt/note, railway receipt, or truck receipt;
- iii) Supplier's factory inspection report;
- iv) Manufacturer's and/or Supplier's warranty certificate;
- v) Certificate of origin (for imported Goods);
- vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel;
- vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and
- viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.

*For goods supplied from abroad:*

Upon shipment, the Supplier shall immediately communicate and notify the Procuring Entity and the insurance company the full details of the shipment, including Contract Number, description of the goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following original documents as applicable with the documentary requirements of any letter of credit issued taking precedence:

- i) Supplier's invoice showing the goods' description, quantity, unit price, and total amount;
- ii) Negotiable, clean shipped on board bill of lading marked "freight prepaid", as well as a copy of the non-negotiable bill of lading;
- iii) Supplier's factory inspection report;
- iv) Manufacturer's and/or Supplier's warranty certificate;
- v) Certificate of origin (for imported goods);
- vi) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site;
- vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and
- viii) Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.

For purposes of this Clause the Procuring Entity's Representative at the Project Site is:

***Engr. EMMANUEL M. MORALES***  
*3<sup>rd</sup> F, CEN Bldg., Nagtahan, Sampaloc, Manila.*

**Incidental Services**

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:

- a) performance or supervision of onsite assembly and/or startup of the supplied goods;
- b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e) training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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.

#### **Spare Parts**

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- 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:
  - 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 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 spares for the goods for a period of one year warranty period.

Other spare parts and components shall be supplied as promptly as possible, but in any case, as determined by the end user.

#### **Packaging**

The Supplier shall meet packaging standards for goods in accordance with existing laws and regulations, and as indicated in this Contract to prevent damage or deterioration during transit to their final destination.

The packaging shall be durable enough to withstand rough handling, exposure to extreme temperatures, salt, precipitation, open storage, and other extreme conditions during transit. Packaging case sizes and weights shall consider the remoteness of the goods' final destination and the potential absence of heavy handling facilities at all transit points.

The packaging, labeling, and documentation within and outside the packages shall comply strictly with special requirements as shall be expressly provided for in this Contract, including additional requirements, 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 Hazardous Chemical 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. Otherwise, the packaging list is to be placed outside the secondary packaging.

### **Insurance**

The Supplier shall fully insure the goods supplied under this Contract in a currency, local or tradeable and accepted by the *Bangko Sentral ng Pilipinas* against loss or damage incidental to manufacture, acquisition, transportation, storage, and delivery. The risk and ownership of the goods remain with the Supplier until their final acceptance by the Procuring Entity, unless otherwise specified in this Contract.

### **Transportation**

The Supplier shall arrange and pay for the delivery of the goods, with the cost included in the Contract Price. When required under this Contract to deliver the goods CIF, CIP, or DDP, the Supplier shall ensure the transport of the goods to the port of destination or any other specified place of destination in the Philippines, as indicated in this Contract.

The Supplier shall arrange for transport, insurance, and storage to the specified destination with the related costs included in the Contract Price.

	<p>When required under this Contract to transport the goods to a specified place of destination within the Philippines, defined as the Project Site.</p> <p>The goods must be transported using carriers registered in the Philippines when the Supplier is required under this Contract to deliver the goods CIF (Cost, Insurance, and Freight), CIP (Carriage and Insurance Paid To), or DDP (Delivered Duty Paid). If no Philippine-registered carrier is available, the goods may be shipped using a non-Philippine carrier, provided the Supplier obtains and presents certification from the nearest Philippine consulate at the port of dispatch. If Philippine-registered carriers are available but their schedules would impede timely delivery or cause delays in the Supplier’s performance of this Contract, the period of delay from when the goods were first ready for shipment to the actual date of shipment will be considered <i>force majeure</i> in accordance with GCC Clause 23.</p> <p>The Procuring Entity accepts no liability for the damage of goods during transit other than those prescribed by INCOTERMS for DDP Deliveries. In the case of goods supplied from within the Philippines or supplied by domestic Suppliers, risk and ownership will not be deemed transferred to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Patent Rights</b></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>
10.3	<p><i>State</i> “Maintain the GCC Clause.”</p> <p><i>or</i></p> <p><i>State</i> “The terms of payment shall be as follows: _____”</p>
11.4	<p><i>Maintain the GCC Clause and state here</i> “Not applicable” <i>or if procurement involves a foreign-denominated bid, state</i> “Payment shall be made in <i>Philippine Peso</i></p>
11.5	<p>State, “Payment using LoC is not allowed.”</p> <p>Or</p> <p>If payment using LoC is allowed, state “The amount of provisional sum is _____ Peso (PhP _____).” <i>[Note: The provisional sum shall not exceed 10% of the ABC, and shall form part of the ABC.]</i></p>
13.4(c)	<p><i>Specify additional conditions, if any, that must be met prior to the release of the performance security, otherwise, state</i> “No further instructions”.</p>
16.1	<p>The inspections and tests that will be conducted by Institute Inspection Committee</p>
17.3	<p><i>If the goods pertain to Expendable Supplies:</i> Three (3) months after acceptance by the Procuring Entity of the delivered goods or after the goods are consumed, whichever is earlier.</p>

	<p><i>If the goods pertain to Non-expendable Supplies: One (1) year after acceptance by the Procuring Entity of the delivered goods.</i></p> <p>The period for correction of defects in the warranty period as advised by the Institute Inspection Committee</p>
17.3(c)	<i>State here other amount to cover the warranty, otherwise state, "Not applicable."</i>
17.4	No further instructions.
17.5	No further instructions.
20.2	<i>State here the mode of arbitration that will be resorted, otherwise state, "Not applicable."</i>
21.1	No further instructions.

## *Section VI. Schedule of Requirements*

The delivery schedule, expressed in weeks or months, indicates the required delivery date which shall be understood as the date the Goods are to be delivered to the project site.

Item Number	Description	Quantity	Total	Delivery Schedule
1	<b>SERVICE CONTRACT FOR JANITORIAL SERVICES (26) PERSONNEL WITH PROVISION FOR SUPPLIES AND EQUIPMENT</b>	1 LOT	8,792,000.00	365 calendar days

*I hereby verify to comply with all the above requirements.*

\_\_\_\_\_  
*Signature over the printed name of the authorized representative*

\_\_\_\_\_  
*Company name*

\_\_\_\_\_  
*Date*

## ***Section VII. Technical Specifications***

### **Notes for Preparing the Technical Specifications**

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

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Prudence must be exercised in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable.

The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications:

#### **Sample Clause: Equivalency of Standards and Codes**

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

Reference to brand name shall not be allowed except for reasons of technical compatibility, interoperability, servicing, maintenance, or preservation of supplier warranty in order to keep the performance, functionality, and useful life of the equipment, in which case, the Procuring Entity shall indicate the reasons or justifications for availing of the exception as part of the Technical Specifications, Scope of Work, or Terms of Reference, as the case may be.

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

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

### Technical Specifications

Item	Specification	Statement of Compliance
	<p>TERMS OF REFERENCE            PROJECT : ONE (1) YEAR PROVISION OF JANITORIAL SERVICES            SCOPE OF WORK            DESCRIPTION AND SCOPE OF THE JANITORIAL SERVICES:            DAILY:</p> <ol style="list-style-type: none"> <li>1. Sweeping, waxing damp mopping, spot scrubbing and polishing of all floors (lobbies and hallways). Areas where heavy traffic occurs, including the main lobby, entrance ways, waiting areas and comfort rooms shall be serviced continuously during hours of public use to guarantee cleanliness at all the times.</li> <li>2. Cleaning, sanitizing of toilets and restrooms with effective disinfecting chemicals particularly on wash bins, urinals and toilets bowls and fogging the same with deodorant.</li> <li>3. Cleaning, dusting and/or damp wiping of glass tops, glass doors/walls, partitions, siding and doors.</li> <li>4. Dusting of inside windows, window ledges, air vents, stair railing and other horizontal and vertical surfaces including cabinets and other furniture's.</li> <li>5. Maintaining the cleanliness of rooms and other interior portions of the building and frequent spraying of air freshener.</li> <li>6. Emptying and cleaning of trash and waste paper containers and other disposal of garbage to the receptacles provided for this purpose.</li> <li>7. Sweeping, cleaning of driveways and parking areas.</li> </ol>	<p><i>The award criterion to be used is MEARB.</i></p> <p><b>Bidders must state “Comply” or “Not Comply” for each specification and provide the corresponding performance parameters for offered equipment.</b> Each response must be supported by a clear documentary support in the bid and properly cross-referenced. Acceptable evidence includes unaltered manufacturer sales brochures, official specification sheets, product samples, independent test results, and similar documents.</p> <p>Claims should be backed by documentary support. If the evidence contradicts the claim, the bid may be rejected. Any false statement—whether in the compliance form or supporting documents—found during evaluation, post-qualification, or contract implementation may be considered fraudulent in accordance with ITB Clause 3.1(a)(ii) and without prejudice to the imposition of appropriate administrative, civil, and criminal penalty in accordance with law.</p>

	<p>8. Watering and General care of indoor plants.</p> <p>9. Switching off of unnecessary lights and unplugging of office equipment not being used.</p> <p>WEEKLY:</p> <ol style="list-style-type: none"> <li>1. Washing, scrubbing and polishing of floors and stairways.</li> <li>2. Washing of glass windows, partitions and doors.</li> <li>3. Dusting of lights fixtures and Venetian blinds.</li> <li>4. Cleaning, washing, waxing and/or polishing of office furniture and fixtures.</li> <li>5. General cleaning of all comfort rooms.</li> <li>6. High dusting and removal of cobwebs.</li> <li>7. Removal of stains and finger marks in walls.</li> </ol> <p>MONTHLY:</p> <ol style="list-style-type: none"> <li>1. General cleaning of interior glasses and ledges.</li> <li>2. General cleaning of lights, fixtures, diffusers, Venetian blinds and other fixtures.</li> <li>3. General cleaning of walls and others surfaces which are not reached daily and weekly.</li> <li>4. General cleaning of all areas covered by this contract.</li> </ol> <p>MISCELLANEOUS SERVICES:</p> <ol style="list-style-type: none"> <li>1. Carrying or hauling of furniture and fixture, office supplies and equipment.</li> <li>2. Reporting of breakage and electrical malfunctions.</li> <li>3. Mesenterial services within the office premises.</li> </ol> <p>GARDEN AND GROUND MAINTENACE:</p> <ol style="list-style-type: none"> <li>1. Regular watering of lawns and plants.</li> <li>2. Regular trimming of grasses.</li> <li>3. Sweeping and Removal of dried leaves.</li> <li>4. Cleaning of Garden and disposal of trash.</li> <li>5. Regular application of fertilizers to plants and garden.</li> <li>6. Cultivation and general of plants and garden.</li> </ol> <p>SEMI-ANNUAL:</p> <ol style="list-style-type: none"> <li>1. Fumigation and pest control of whole EARIST Vicinity.</li> </ol> <p>A. MANPOWER REQUIREMENTS</p>	
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	<ol style="list-style-type: none"> <li>1. The services provider shall twenty-five (25) experienced and well-trained Janitorial and One (1) Working Supervisor, who shall render the Janitorial Service specified hereunder.</li> <li>2. The service provider shall furnish the implementing section a copy of the assigned Janitors latest Medical Certificate and Health Certificate issued by the Local Health Department that he/ she is physically fit to work, must passed the neuropsychiatrist and standard drug test, and a copy of NBI clearance.</li> <li>3. The company must have an experience in a University Setting with at least Very Satisfactory Performance Rating.</li> <li>4. If already served EARIST, submit a certification of Very Satisfactory Performance</li> </ol> <p><b>B. OTHER CONDITION</b></p> <ol style="list-style-type: none"> <li>1. The service provider must abide by the prevailing labors laws including but not limited to minimum wages, social security and other employee benefits. EARIST shall reserve the right to seek proof if the same is being paid to the janitors, the failure of which can lead to the Termination of the Contract.</li> <li>2. With DOLE Department Order 174 Certificate of Registration.</li> <li>3. Prospective Bidder's address shall be within Metro Manila.</li> <li>4. Must have BIR Certificate of Registration.</li> <li>5. Latest and Valid Certificate of No Pending case from DOLE and must be authenticated by the issuing government agency.</li> <li>6. Latest and Valid Certificate of No Pending case from NLRC authenticated by the issuing government agency (Submit Clearance)</li> </ol>	
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	<p>7. Latest and Valid Clearance providing that agency has not violated any SSS</p> <p>8. Provision/Law. (Submit Clearance)</p> <p>9. Latest and Valid Philhealth (Submit Clearance).</p> <p>10. Latest and Valid Pag-ibig Clearance (Submit Clearance)</p> <p>11. Must be Cleared with Bureau of Internal Revenue (Submit Tax Clearance)</p> <p>12. Overhead / Administrative Expenses and Profit shall be 10% Minimum as Mandatory requirement.</p> <p>13. All clearance required shall be submitted during the opening of bids. Non-submission shall be a ground for disqualification. Clearances shall be secured where agency's main and or branch office is located).</p> <p>14. The Prospective Bidder shall be an ISO Accredited (submit Certificated during the opening of bids).</p> <p>15. Should be registered to National Privacy Commission.</p> <p>16. The Prospective Bidder's Personnel shall be a holder of National Certification Level II-Housekeeping Certificate, Certificates shall be submitted during the opening of bids.</p> <p>17. The Prospective Bidder shall have at least one Company Safety Officer (submit proof during the opening).</p> <p>18. Provide the required equipment mentioned below. The successful bidder shall have to make all this equipment physically available in the hospital before starting the work The service provider shall develop and implement a maintenance plan for cleaning all types of surfaces, consistent with the SOP's and SOI's of the Housekeeping Unit to extend the life of the surfaces through extensive periodic and restorative cleaning and these should</p>	
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always remain in working condition during the period of contract.

19. The service provider shall develop and implement a maintenance plan for cleaning all types of surfaces, consistent with the SOP's and SOI's of the Housekeeping Unit to extend the life of the surfaces through extensive periodic and restorative cleaning process.

**SUPPLIES FOR THE CONTRACT TO BE BID**

A.	TO BE PROVIDED MONTHLY ARE		
Item No.	Description	Quantity	Unit
1	Steel Wool	25	Tubes
2	Emulsion Wax	8	Gals
3	Odorless Red Wax	8	Gals
4	Neutral wax	8	Gals
5	Bleaching liquid 5.5%	12	Gals
6	Powder Soap	50	Kgs
7	Rags	5	Packs
8	Scrubbing pad with foam	50	Pcs
9	Mop Head	50	Pcs
10	Multi Insect Killer	20	Pcs
11	Toilet Bowl Cleaner	10	Gals
12	Cleanser	20	Kgs
13	Garbage Bag: Black, Yellow, Green	2100	Pcs
14	Deodorant Cake	10	Packs
15	Fabric Conditioner (Branded)	5	Gals
16	Liquid Hand Soap	10	Gals
17	Furniture Polish	10	Tubes
B	TO BE PROVIDED QUARTERLY		
1	Soft Broom	36	Pcs
2	Stick Broom	50	Pcs
3	Ceiling Broom	6	Pcs

4	Polishing pad 16'	10	Pcs
5	Scrubbing pad 16'	10	Pcs
6	Hand brush	24	Pcs
7	Push brush	12	Pcs
8	Steel brush	12	Pcs
9	Alcohol	3	Pcs
C.	TO BE PROVIDED SEMI-ANNUALLY		
1	Plastic dust pan	36	Pcs
2	Toilet pump, big	24	Pcs
3	Mop handle (aluminum)	36	Pcs
4	Spatula	24	Pcs
5	Trigger sprayer	36	Pcs
6	Polisher brush 16'	6	Pcs
7	Toilet brush	36	Pcs
8	Dipper, big	36	Pcs
9	Window squeegee, extended	10	Pcs
10	Fogging Services-for Flying insects	1	Pcs
<b>TOOLS AND EQUIPMENT FOR THE CONTRACT TO BE BID</b>			
1	Floor Polisher, 16' diameter	4	Units
2	Vacuum Cleaner	2	Units
3	Pressure Washer	1	Unit
4	Push cart	3	Units
5	Trash bins	3	Units
6	Mop bucket with wringer	6	Units
7	Ladder – (6 ft & 8 ft)	2	Units
8	Water hose, 50 meters with nozzle	2	Units
9	Floor sign	6	Units
10	Grass cutter	2	Units
<b>TOOLS AND EQUIPMENT FOR CAVITE</b>			
Item No.	Description	Quantity	Unit
1	Buggy	1	Units
2	Bolo	6	Units
3	Hand saw	2	Units

4	Shovel	2	Units
5	Rake	2	Units
6	Garden Water Bucket	2	Units
7	Pruning shear	2	Units
8	Grass scissor	4	Units
9	Metal Dust pan	6	Units
10	Garden Tools	3	Units

**DETAILED COST BREAKDOWN**

Minimum Daily Wage

695

Number of Janitors Required

26

Contract Duration

12

months

<b>Item</b>	<b>Description</b>	
<b>A</b>	Amount Directly to Personnel	
	a. Basic Salary (695 * 313/12)	18,127.92
	b. 13 month pay (16,823.75/12)	1,510.66
	c. Service Incentive leave pay (695*5/12)	289.58
<b>B</b>	<b>Amount to Government In Favor of Personnel</b>	19,928.16
	a. SSS Premium	1,800.00
	b. Philhealth Premium	453.20
	c. Employees Compensation Commission (ECC)	30.00
	d. Pag-Ibig Fund Contribution	200.00

		22,483.20
<b>C.</b>	<b>TOTAL COMPENSATION</b>	22,411.36
<b>D.</b>	<b>OTHER COST</b>	
	Administrative Cost & Profit Margin	2,241.14
	10% of C	
<b>E.</b>	Amount of Supplies	500.00
	(Supplies & Materials)	
<b>F.</b>	Taxes to Government	3,018.30
	(12% of C,D,E)	
	<b>CONTRACT AMOUNT PER JANITOR PER MONTH</b>	28,170.79
	<b>TOTAL MONTHLY RATE for 26 Janitors</b>	732,440.61
	<b>BID AMOUNT</b>	8,789,287.29

## ***Section VIII. Philippine Bidding Document Related Forms***

### **Notes to the Philippine Bidding Document Related Forms**

The Bidder shall complete and submit with its Bid the **Bid Form** and **Price Schedules** in accordance with ITB Clause 13 with the requirements of the Bidding Documents and the format set out in this Section.

When requested in the BDS, the Bidder should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the Procuring Entity, pursuant to ITB Clause 16.

The **Contract Form** should incorporate any correction or modification to the accepted Bid resulting from price corrections when it is finalized at the time of contract award. The Price Schedule and Schedule of Requirements which form part of the contract should be modified accordingly.

The **Omnibus Sworn Statement** must be completed by all Bidders in accordance with ITB Clause 4.2. Failure to submit it with the Bid shall result in the rejection of the Bid and the Bidder's disqualification.

The **Performance Securing Declaration, if allowed and Bank Guarantee Form for Advance Payment** shall be completed only by the successful Bidder in accordance with one of the forms indicated herein by the Procuring Entity, and pursuant to **GCC** Clause 13 and its corresponding SCC provision.

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### ***Class "A" Documents***

#### Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

#### Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 52.4.1.3 of the Approved Implementing Rules and Regulations of RA No. 12009, within the relevant period as provided in the Bidding Documents; **and**
- (d)** Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f)** Original duly signed and notarized Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

#### Financial Documents

- (g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) **or** A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.
- (h) 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

## II. FINANCIAL COMPONENT ENVELOPE

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

Other documentary requirements under RA No. 12009 (as applicable)

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

**Supply and Delivery of  
MEARB Criteria**

- Bidder Name: \_\_\_\_\_

**Evaluation Criteria**

Criteria	Weight (%)	Bidder Score
<b>Technical Specifications</b>	<b>(85%)</b>	
Evidence of experience and track record in providing janitorial services, with references or completed contracts within the last 2-5 yrs.	<b>(15%)</b>	
Organizational structure including key personnel involved in the janitorial services, such as supervisors and managers	<b>(10%)</b>	
Compliance with legal and regulatory requirements, such as labor laws, social security, and health and safety regulations	<b>(10%)</b>	
Details on the qualifications, training, and fitness of janitorial personnel	<b>(10%)</b>	
Availability and quality of janitorial supplies and equipment owned or to be provided by the bidder, ensuring these meet the project's technical specifications	<b>(15%)</b>	
Proposed work plans, schedules, and methodologies demonstrating how the janitorial services will be effectively performed	<b>(10%)</b>	
Certificates, licenses, and legal documents proving eligibility and compliance with government procurement rules	<b>(5%)</b>	
Safety and health measures for personnel during contract execution	<b>(5%)</b>	
A quality management system or approach to ensure consistent service delivery and client satisfaction	<b>(5%)</b>	
<b>2. Price proposal</b>	<b>15%</b>	
<b>Total</b>	<b>100%</b>	

**Quality**

- **Passing rate: 58%**

# Section IX. Bidding Forms

## Bid Form for Procurement of Goods

*[Note: The duly accomplished form shall be submitted with the Bid]*

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### BID FORM

Project Identification No.: *[Insert number]*

SSS

To: *[Name of Procuring Entity]*

Having examined the Philippine Bidding Documents (PBD) including the Supplemental Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, declare that:

- a) I/We have no reservation to the PBD, including the Supplemental Bid Bulletins, for the Procurement Project *[Project Title]*;
- b) Select one, delete the other
  - I/We undertake to deliver the Goods in accordance with the delivery schedule in the Schedule of Requirements;
  - I/We offer to execute the Works for this Contract in accordance with the PBD;
- c) The total price of our Bid in words and figures, excluding any discount offered below, is *[insert information]*
- d) The discounts offered and the methodology for their application, if any, are: *[insert information]*; or indicate N/A if no discount offered
- e) The total bid price in words and figures, after applying the applicable discount, 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 in the *[Select one, delete the other: the Price Schedules/ Detailed Estimates]*.
- f) This Bid shall remain valid within a period stated in the PBD, and it shall be binding upon me/us at any time before the expiration of that period;
- g) If our bid is accepted, I/we commit to enter to a contract and provide a performance security in the form, amounts, and within the times prescribed in the PBD, and hereby acknowledge the consequences under the IRR of RA No. 12009 on forfeiture of Bid Security or enforcement of Bid Securing Declaration and on Blacklisting.

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 the Bidder.

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

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

The undersigned is authorized to submit the bid on behalf of *[Name of the Bidder]* as evidenced by the attached *[State the Written Authority]*.

I/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.

Duly authorized to sign the Bid for and behalf of:

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*[Insert Bidder's Name]*

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*[Signature over Printed Name]*

*[Position/Designation]*

*[Date]*

## Price Schedule for Goods

Name of Bidder \_\_\_\_\_ . Project ID No. \_\_\_\_ . Page \_ of \_\_\_\_\_

### Pricing Details for Goods Offered from Within the Philippines

1	2	3	4	5	6	7	8	9	10
Item	Description	Source of Domestic Product, as certified by the Relevant Agency	Quantity	Unit price ewe per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract are 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)

### Summary of Bid Prices

*The Procuring Entity may modify the table below as necessary to comply with the requirements of the Procurement Project.*

1	2	3	4
Item No.	Item	Particulars / Description	Total Amount

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

## Price Schedule for Goods

Name of Bidder \_\_\_\_\_ . Project ID No. \_\_\_\_ . Page \_ of \_\_\_\_\_

### Pricing Details for Goods Offered from Abroad

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)

### Summary of Bid Prices

*The Procuring Entity may modify the table below as necessary to comply with the requirements of a specific Project.*

1	2	3	4
Item No.	Item	Particulars / Description	Total Amount

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

## Contract Form

**[Note: The duly accomplished form is not required to be submitted with the Bid but shall be submitted within ten (10) days after receiving the Notice of Award]**

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### CONTRACT FOR [Insert Project Title]

This CONTRACT executed on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between:

[Name of Procuring Entity], a government agency of the Republic of the Philippines, hereinafter called "the Entity";

-and-

[Name of Supplier /Contractor/ Consultant] a company duly organized and existing under the laws of [city and country], with principal office at [insert address], hereinafter called "the Supplier".

WHEREAS, the Entity invited Bids for certain goods and services/works/consulting services, particularly [Brief description of Project];

WHEREAS, the Supplier/Contractor/Consultant submitted a responsive bid and was awarded the contract for the procurement in the total amount of [Contract price in words and figures, including currency], hereinafter referred to as the "Contract Price."

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:

1. Unless otherwise stated, terms and expressions used in this Contract shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Contract.
2. The following documents as required by the Implementing Rules and Regulations of Republic Act No. 12009 shall form part and be read and construed as integral parts of this Contract, viz.:
  - a. Philippine Bidding Document (PBD); [Select one, delete the others]
    - For Procurement of Goods
      - i. Invitation to Bid;
      - ii. Instruction to Bidders;
      - iii. 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;
      - iv. Bid Data Sheet;
      - v. Schedule of Requirements;
      - vi. Technical Specifications;
      - vii. General and Special Conditions of Contract;
      - viii. Supplemental Bid Bulletins, if any; and
      - ix. Other contract documents that may be required by existing laws and/or the Entity.
    - For Procurement of Infrastructure Projects
      - i. Drawings/Plans;

- ii. Specifications;/Scope of Work;
  - iii. Bill of Quantities;
  - iv. General and Special Conditions of Contract; and
  - v. Supplemental Bid Bulletins, if any;
- *For Procurement of Consulting Services*
    - i. General and Special Conditions of Contract;
    - ii. Terms of Reference;
    - iii. Request for Expression of Interest;
    - iv. Instructions to Bidders;
    - v. Bid Data Sheet;
    - vi. Addenda and/or Supplemental/Bid Bulletins, if any;
    - vii. Bid forms, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents/ statements 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;
    - viii. Eligibility requirements, documents and/or statements;
    - ix. Performance Security;
    - x. Notice of Award of Contract and the Bidder's *conforme* thereto; and
    - xi. Other contract documents that may be required by existing laws and/or the Entity.
  - b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
  - c. Performance Security;
  - d. Notice of Award of Contract; and the Bidder's *Conforme* thereto; and
  - e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBD, such as but not limited to the Notice to Proceed and Warranty Security.
2. In consideration of the Contract Price of *[Contract Price in words and figures]*, or such other sums as may be determined in accordance with the terms of the Contract, the Supplier/Contractor/Consultant agrees to deliver and perform the items and related services for the *[Project Title]* described herein in accordance with the terms and conditions specified in the Contract and its annexed documents.
  3. The *[Name of the Procuring Entity]* agrees to pay the above-mentioned sum to the Supplier/Contractor/Consultant in accordance with the schedule and manner provided in the Bidding Documents and its annexes.
  4. Any dispute, difference, or claim arising out of or relating to this Contract, including its existence, validity, interpretation, breach, or termination thereof, may be submitted to arbitration or other form of alternative dispute resolution in accordance with the applicable law, such as Republic Act No. 9285 (Alternative Dispute Resolution Act of 2004) or Executive Order No 1008, series 1985 (Construction Industry Arbitration Law).

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

*For the Procuring Entity*

Head of the Procuring Entity or Duly Authorized Representative

*For the Bidder*

Duly authorized to sign the Contract for and behalf of *[Bidders Name]*:

[Signature over Printed Name]  
[Position/Designation]  
[Date]

[Signature over Printed Name]  
[Position/Designation]  
[Date]

Signed in the presence of:

[Name and Signature]  
Witness – Procuring Entity

[Name and Signature]  
Witness- Supplier

#### ACKNOWLEDGMENT

BEFORE ME, A Notary Public for and in the \_\_\_\_\_, City/Province of \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared the above-named persons who have satisfactorily proven to me their identity, through their identifying documents written below their names and signatures, that they are the same persons who executed and voluntarily signed the foregoing instrument consisting of \_\_\_\_ pages, including this page where this Acknowledgement is written, which they acknowledged before me as their free and voluntary act and deed.

WITNESS MY HAND AND SEAL this \_\_\_\_ day of [month] [year].

NAME OF NOTARY PUBLIC

Notarial Commission No. \_\_\_\_\_  
Notary Public for \_\_\_\_\_ until \_\_\_\_\_  
Roll of Attorneys No. \_\_\_\_\_  
PTR No. \_\_, [date issued], [place issued]  
IBP No. \_\_, [date issued], [place issued]

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_

## Omnibus Sworn Statement Form

[Note: The duly accomplished form shall be submitted with the Bid]

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REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### OMNIBUS SWORN STATEMENT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and with residence at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. **Select one, delete the others:**

- *If sole proprietorship:* I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [Address of Bidder];
- *If 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];
- *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* I am the individual consultant or authorized representative of [Name of Bidder] with office address at [Address of Bidder];

2. **Select one, delete the others:**

- *If 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 [Project Title] of the [Name of the Procuring Entity][insert "as supported by the attached duly notarized Special Power of Attorney" for authorized representative];
- *If 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 [Project Title] of the [Name of the Procuring Entity], as supported by the attached duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable;
- *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* As the individual consultant 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 [Project Title] of the [Name of the Procuring Entity], as supported by the attached duly notarized Special Power of Attorney for authorized representative;

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;

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 others:*
  - *If sole proprietorship* : The *[Name of Bidder]* and its spouse are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
  - *If partnership* : The partnership itself and the partners of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
  - *If cooperative*: The cooperative itself and members of the board of directors, general manager, or chief executive officer of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
  - *If corporation, or joint venture*: The corporation or joint venture itself, and officers, directors, and controlling stockholders of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
  - *If individual consultant not registered under a sole proprietorship, in case of Consulting Services*: The individual consultant and its spouse are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
7. It is understood that failure to faithfully disclose its relationship with the Head of the Procuring Entity, members of the BAC, the TWG, and the BAC Secretariat, the head of the PMO or the end-user unit or implementing unit, and the project consultants of the Procuring Entity, or of the procurement agent by consanguinity or affinity up to the third civil degree, as well as its submission of beneficial ownership information containing false entries shall be subject to blacklisting under Section 100 of the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009, without prejudice to criminal and civil liabilities under applicable laws, including their accessory penalties, if any.

*Select one, delete the rest:*

- *In case of corporations*: *[Name of Bidder]* declares its beneficial ownership information consistent with its updated General Information Sheet or Beneficial Ownership Declaration

Form or any other document duly submitted to the SEC and has maintained a valid and updated file therein in compliance with Sections 20.2.9.1, 81, and 82 of the IRR of RA No. 12009.

- *In case of Foreign Bidders: [Name of Bidder]* submitted an appropriate equivalent document in English issued by the country of the bidder concerned in accordance with Section 20.2.9.2 of the IRR of RA No. 12009.
- 8. *[Name of Bidder]* complies with existing labor laws and standards; and
- 9. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
  - a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure Supplemental Bid Bulletin(s) issued for the *[Project Title]*.
- 10. *[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.
- 11. In case advance payment was made or given to *[Name of Bidder]*, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability under existing laws.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of \_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

Duly authorized to sign the Bid for and behalf of:

*[Insert Bidder's Name]*

*[Affiant's Signature over Printed Name]*

*[Position/Designation]*

*[Date]*

JURAT

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_.

WITNESS MY HAND AND SEAL this \_\_\_\_ day of [month] [year].

NAME OF NOTARY PUBLIC  
Notarial Commission No. \_\_\_\_\_  
Notary Public for \_\_\_\_\_ until \_\_\_\_\_  
Roll of Attorneys No. \_\_\_\_\_  
PTR No. \_\_, [date issued], [place issued]  
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Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_.

### **Bid Securing Declaration Form**

***[The duly accomplished form shall be submitted with the Bid if bidder opts to provide this type of bid security]***

\_\_\_\_\_  
REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### **BID SECURING DECLARATION**

Project Identification No.: [Number]

To: [Insert name 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;

*[Insert paragraph for Unsolicited Offer with Bid Matching]*

I/We understand that upon conferment of the original offeror status under Section 30.6 of the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009, the offeror shall submit a Bid Securing Declaration within ten (10) days from the receipt of the certificate of conferment;

- 2) Select one, delete the other:

- I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any Procuring Entity upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under 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 52.2 (a), 63.2, 69.1 and 100, except 100.3 (c), of the IRR of Republic Act No. 12009; without prejudice to other legal action the government may undertake; and

*(For Unsolicited Offer with Bid Matching)*

- I/We accept that: I/we will be automatically disqualified from any procurement opportunity of the Procuring Entity for a period of one (1) year on the first offense, two (2) years on the second offense, and perpetually on the third offense 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;

*[Insert this paragraph for Unsolicited Offer with Bid Matching]*

- b) Upon contract award and the LCCRB is not the original offeror; or
- c) I am/we are declared the bidder with the *[Insert Award Criterion]* 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]*.

Duly authorized to sign the Bid for and behalf of:

*[Insert Bidder's Name]*

*[Signature over Printed Name]*

*[Position/Designation]*

[Date]

JURAT

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_.

WITNESS MY HAND AND SEAL this \_\_\_\_ day of [month] [year].

NAME OF NOTARY PUBLIC

Notarial Commission No. \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

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